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Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	**SINGER RESIDENTIAL** 2/78 Railway Crescent **JANNALI NSW 2226**	Phone: 0457056811 Ref: Joshua Singer
co-agent		
vendor	**ROGER ERIC ZERAFA** 45/131 Oak Road, Kirrawee, NSW 2232	
vendor's solicitor	**MCW LAWYERS** Level 1, 570 President Avenue, Sutherland NSW 2232 PO Box 1065, Sutherland NSW 1499	Phone: 9589 6666 Email: kmathieson@mcwlaw.com.au chart@mcwlaw.com.au Ref: CHKM:20231819
date for completion	42nd day after the contract date	(clause 15)
land (address, plan details and title reference)	**5 FIRST AVENUE, JANNALI NSW 2226** Registered Plan: Lot 443 Plan DP 17524 **Folio Identifier 443/17524**	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☒ HOUSE ☐ garage ☐ carport ☐ home unit ☐ car space ☐ storage space ☐ none ☐ other:	
attached copies	☒ documents in the List of Documents as marked or as numbered: ☐ other documents:	

A real estate agent is permitted by *legislation* to fill up the items in this box in a sale of residential property.

inclusions	☒ air conditioning	☒ clothes line	☒ fixed floor coverings	☒ range hood
	☒ blinds	☐ curtains	☒ insect screens	☒ solar panels
	☒ built-in wardrobes	☐ dishwasher	☒ light fittings	☒ stove
	☐ ceiling fans	☐ EV charger	☐ pool equipment	☒ TV antenna
	☐ other:			

exclusions	potted plants, statues, memorial plinth	
purchaser		
purchaser's solicitor		Ph: Email: Ref:
price		
deposit	_____	(10% of the price, unless otherwise stated)
balance		
contract date		(if not stated, the date this contract was made)

Where there is more than one purchaser ☐ JOINT TENANTS
☐ tenants in common ☐ in unequal shares, specify:

GST AMOUNT (optional) The price includes GST of: $

buyer's agent

Note: Clause 20.15 provides "Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked."

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SIGNING PAGE

VENDOR	**PURCHASER**
Signed by _____ Vendor _____ Vendor	**Signed** by _____ Purchaser _____ Purchaser

VENDOR (COMPANY)		**PURCHASER (COMPANY)**	
Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:		**Signed** by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:	
_____ Signature of authorised person	_____ Signature of authorised person	_____ Signature of authorised person	_____ Signature of authorised person
_____ Name of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Name of authorised person
_____ Office held	_____ Office held	_____ Office held	_____ Office held

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Choices

Vendor agrees to accept a ***deposit-bond***	☒ NO	☐ yes
Nominated *Electronic Lodgment Network (ELN)* (clause 4)	PEXA	
Manual transaction (clause 30)	☒ NO	☐ yes

(if yes, vendor must provide further details, including any applicable exemption, in the space below):

Tax information (the *parties* promise this is correct as far as each *party* is aware)

Land tax is adjustable	☒ NO	☐ yes	
GST: Taxable supply	☒ NO	☐ yes in full	☐ yes to an extent
Margin scheme will be used in making the taxable supply	☒ NO	☐ yes	

This sale is not a taxable supply because (one or more of the following may apply) the sale is:

- ☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
- ☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- ☐ GST-free because the sale is the supply of a going concern under section 38-325
- ☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O
- ☒ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an *GSTRW payment* (GST residential withholding payment) ☒ NO ☐ yes (if yes, vendor must provide details)

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

***GSTRW payment* (GST residential withholding payment) – details**

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the supplier is a partnership, a trust, part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the *GSTRW rate* (residential withholding rate)*:*

Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):

Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

If "yes", the GST inclusive market value of the non-monetary consideration: **$**

Other details (including those required by regulation or the ATO forms):

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List of Documents

General

- ☒ 1 property certificate for the land
- ☒ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document that is to be lodged with a relevant plan
- ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☒ 7 additional information included in that certificate under section 10.7(5)
- ☒ 8 sewerage infrastructure location diagram (service location diagram)
- ☒ 9 sewer lines location diagram (sewerage service diagram)
- ☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 15 occupation certificate
- ☐ 16 lease (with every relevant memorandum or variation)
- ☐ 17 other document relevant to tenancies
- ☐ 18 licence benefiting the land
- ☐ 19 old system document
- ☐ 20 Crown purchase statement of account
- ☐ 21 building management statement
- ☒ 22 form of requisitions
- ☐ 23 *clearance certificate*
- ☐ 24 land tax certificate

Home Building Act 1989

- ☐ 25 insurance certificate
- ☐ 26 brochure or warning
- ☐ 27 evidence of alternative indemnity cover

Swimming Pools Act 1992

- ☐ 28 certificate of compliance
- ☐ 29 evidence of registration
- ☐ 30 relevant occupation certificate
- ☐ 31 certificate of non-compliance
- ☐ 32 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- ☐ 33 property certificate for strata common property
- ☐ 34 plan creating strata common property
- ☐ 35 strata by-laws
- ☐ 36 strata development contract or statement
- ☐ 37 strata management statement
- ☐ 38 strata renewal proposal
- ☐ 39 strata renewal plan
- ☐ 40 leasehold strata - lease of lot and common property
- ☐ 41 property certificate for neighbourhood property
- ☐ 42 plan creating neighbourhood property
- ☐ 43 neighbourhood development contract
- ☐ 44 neighbourhood management statement
- ☐ 45 property certificate for precinct property
- ☐ 46 plan creating precinct property
- ☐ 47 precinct development contract
- ☐ 48 precinct management statement
- ☐ 49 property certificate for community property
- ☐ 50 plan creating community property
- ☐ 51 community development contract
- ☐ 52 community management statement
- ☐ 53 document disclosing a change of by-laws
- ☐ 54 document disclosing a change in a development or management contract or statement
- ☐ 55 document disclosing a change in boundaries
- ☐ 56 information certificate under Strata Schemes Management Act 2015
- ☐ 57 information certificate under Community Land Management Act 2021
- ☐ 58 disclosure statement - off the plan contract
- ☐ 59 other document relevant to the off the plan contract

Other

- ☐ 60

HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone number

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IMPORTANT NOTICE TO VENDORS AND PURCHASERS
Before signing this contract you should ensure that you understand your rights and obligations, some of which are not written in this contract but are implied by law.

WARNING—SMOKE ALARMS
The owners of certain types of buildings and strata lots must have smoke alarms, or in certain cases heat alarms, installed in the building or lot in accordance with regulations under the *Environmental Planning and Assessment Act 1979*. It is an offence not to comply. It is also an offence to remove or interfere with a smoke alarm or heat alarm. Penalties apply.

WARNING—LOOSE-FILL ASBESTOS INSULATION
Before purchasing land that includes residential premises, within the meaning of the *Home Building Act 1989,* Part 8, Division 1A, built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

(a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and

(b) ask the relevant local council whether it holds records showing that the residential premises contain loose-fill asbestos insulation.

For further information about loose-fill asbestos insulation, including areas in which residential premises have been identified as containing loose-fill asbestos insulation, contact NSW Fair Trading.

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Cooling off period (purchaser's rights)

1 **This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.**

2 **EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—**

- **(a) for an off the plan contract—the tenth business day after the day on which the contract was made, or**
- **(b) in any other case—the fifth business day after the day on which the contract was made.**

3 **There is NO COOLING OFF PERIOD—**

- **(a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or**
- **(b) if the property is sold by public auction, or**
- **(c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or**
- **(d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under the Act, section 66ZG.**

4 **A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.**

5 **The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.**

DISPUTES

If you get into a dispute with the other party, the Law Society and Real Estate Institute encourage you to use informal procedures such as negotiation, independent expert appraisal, the Law Society Conveyancing Dispute Resolution Scheme or mediation (for example mediation under the Law Society Mediation Program).

AUCTIONS

Regulations made under the Property and Stock Agents Act 2002 prescribe a number of conditions applying to sales by auction.

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WARNINGS

1. Various Acts of Parliament and other matters can affect the rights of the parties to this contract. Some important matters are actions, claims, decisions, licences, notices, orders, proposals or rights of way involving:

APA Group	**NSW Department of Education**
Australian Taxation Office	**NSW Fair Trading**
Council	**Owner of adjoining land**
County Council	**Privacy**
Department of Planning and Environment	**Public Works Advisory**
Department of Primary Industries	**Subsidence Advisory NSW**
Electricity and gas	**Telecommunications**
Land and Housing Corporation	**Transport for NSW**
Local Land Services	**Water, sewerage or drainage authority**

If you think that any of these matters affects the property, tell your solicitor.

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.

3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.

4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.

5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.

6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.

7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).

8. The purchaser should arrange insurance as appropriate.

9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.

10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.

11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.

12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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The vendor sells and the purchaser buys the *property* for the price under these provisions instead of Schedule 3 Conveyancing Act 1919, subject to any *legislation* that cannot be excluded.

1 Definitions (a term in italics is a defined term)

1.1 In this contract, these terms (in any form) mean –

adjustment date	the earlier of the giving of possession to the purchaser or completion;
adjustment figures	details of the adjustments to be made to the price under clause 14;
authorised Subscriber	a *Subscriber* (not being a *party's solicitor*) named in a notice *served* by a *party* as being authorised for the purposes of clause 20.6.8;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
completion time	the time of day at which completion is to occur;
conveyancing rules	the rules made under s12E of the Real Property Act 1900;
deposit-bond	a deposit bond or guarantee with each of the following approved by the vendor – ● the issuer; ● the expiry date (if any); and ● the amount;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
document of title	document relevant to the title or the passing of title;
ECNL	the Electronic Conveyancing National Law (NSW);
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties*' *Conveyancing Transaction*;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price*;*
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
manual transaction	a *Conveyancing Transaction* in which a dealing forming part of the *Lodgment Case* at or following completion cannot be *Digitally Signed*;
normally	subject to any other provision of this contract;
participation rules	the participation rules as determined by the *ECNL;*
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
populate	to complete data fields in the *Electronic Workspace*;

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requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
2.4 The purchaser can pay any of the deposit by –
2.4.1 giving cash (up to $2,000) to the *depositholder*;
2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
2.5 The vendor can *terminate* if –
2.5.1 any of the deposit is not paid on time;
2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.

This right to *terminate* is lost as soon as the deposit is paid in full.
2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
3.4 The vendor must approve a replacement *deposit-bond* if –
3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond;* and
3.4.2 it has an expiry date at least three months after its date of issue.
3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
3.5.2 the deposit is paid in full under clause 2.
3.6 Clauses 3.3 and 3.4 can operate more than once.

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3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
3.9 The vendor must give the purchaser any original *deposit-bond* –
3.9.1 on completion; or
3.9.2 if this contract is *rescinded*.
3.10 If this contract is *terminated* by the vendor –
3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
3.11 If this contract is *terminated* by the purchaser –
3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Electronic transaction

4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
4.1.2 a *party serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
and in both cases clause 30 applies.
4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
4.2.1 each *party* must –
- bear equally any disbursements or fees; and
- otherwise bear that *party's* own costs;

incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
4.3 The *parties* must conduct the *electronic transaction* –
4.3.1 in accordance with the *participation rules* and the *ECNL*; and
4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
4.5 *Normally,* the vendor must *within* 7 days of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion*,* and invite the purchaser to the *Electronic Workspace*.
4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace.*
4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
4.7.2 create and *populate* an *electronic transfer*;
4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
4.11 Before completion, the *parties* must ensure that –
4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
4.11.2 all certifications required by the *ECNL* are properly given; and
4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
4.12 If the computer systems of any of the *Land Registry*, the *ELNO,* Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

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4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties,* and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –

4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and

4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.

4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

4.14.1 holds them on completion in escrow for the benefit of; and

4.14.2 must immediately after completion deliver the documents or things to, or as directed by;

the *party* entitled to them.

5 Requisitions

5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.

5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –

5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;

5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and

5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).

6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.

6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.

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8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
  - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.

10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.

11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

12.1 to have the *property* inspected to obtain any certificate or report reasonably required;

12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and

12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

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13 Goods and services tax (GST)

13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.

13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –

13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but

13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and

13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.

13.4 If this contract says this sale is the supply of a going concern –

13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;

13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;

13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –

- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
- if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and

13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.

13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.

13.7 If this contract says the sale is not a taxable supply –

13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –

- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

13.8.1 this sale is not a taxable supply in full; or

13.8.2 the margin scheme applies to the *property* (or any part of the *property*).

13.9 If this contract says this sale is a taxable supply to an extent –

13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and

13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.

13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.

13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.

13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.

13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

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14 Adjustments

14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.

14.2 The *parties* must make any necessary adjustment on completion, and –

14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and

14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.

14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.

14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –

14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;

14.4.2 by adjusting the amount that would have been payable if at the start of the year –

- the person who owned the land owned no other land;
- the land was not subject to a special trust or owned by a non-concessional company; and
- if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.

14.5 The *parties* must not adjust any first home buyer choice property tax.

14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.

14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.

16 Completion

● Vendor

16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.

16.2 The legal title to the *property* does not pass before completion.

16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.

16.4 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

● Purchaser

16.5 On completion the purchaser must pay to the vendor –

16.5.1 the price less any –

- deposit paid;
- *FRCGW remittance* payable;
- *GSTRW payment*; and
- amount payable by the vendor to the purchaser under this contract; and

16.5.2 any other amount payable by the purchaser under this contract.

16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.

16.7 On completion the deposit belongs to the vendor.

17 Possession

17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.

17.2 The vendor does not have to give vacant possession if –

17.2.1 this contract says that the sale is subject to existing tenancies; and

17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).

17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

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18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion –

18.2.1 let or part with possession of any of the *property*;

18.2.2 make any change or structural alteration or addition to the *property;* or

18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion –

18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and

18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –

18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and

20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

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20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
20.16 Each *party* consents to –
20.16.1 any *party* signing this contract electronically; and
20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

21 Time limits in these provisions
21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975
22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title
● Definitions and modifications
23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
23.2 In this contract –
23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
- a change from a development or management contract or statement set out in this contract; or
- a change in the boundaries of common property;

23.2.2 'common property' includes association property for the scheme or any higher scheme;
23.2.3 'contribution' includes an amount payable under a by-law;
23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
23.2.6 'normal expenses' in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
● Adjustments and liability for expenses
23.5 The *parties* must adjust under clause 14.1 –
23.5.1 a regular periodic contribution;
23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

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23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
23.6.2 the purchaser is liable for all contributions determined after the contract date.
23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
23.8.3 a past or future change in the scheme or a higher scheme.
23.9 However, the purchaser can *rescind* if –
23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

● Notices, certificates and inspections

23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
23.12 The vendor can complete and send the interest notice as agent for the purchaser.
23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

● Meetings of the owners corporation

23.17 If a general meeting of the owners corporation is convened before completion –
23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
- such a statement contained information that was materially false or misleading;
- a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
- the lease was entered into in contravention of the Retail Leases Act 1994.

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24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
  - any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
  - at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.

25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.

25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.

25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.

25.10 The vendor must give a proper covenant to produce where relevant.

25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

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26 Crown purchase money

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

27 Consent to transfer

27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within* 7 days after the contract date.
27.3 The vendor must apply for consent *within* 7 days after *service* of the purchaser's part.
27.4 If consent is refused, either *party* can *rescind*.
27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within* 7 days after receipt by or *service* upon the *party* of written notice of the conditions.
27.6 If consent is not given or refused –
27.6.1 *within* 42 days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
27.6.2 *within* 30 days after the application is made, either *party* can *rescind*.
27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
27.7.1 under a *planning agreement*; or
27.7.2 in the Western Division.
27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
28.3 If the plan is not registered *within* that time and in that manner –
28.3.1 the purchaser can *rescind*; and
28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party serves* notice of the condition.
29.7 If the *parties* can lawfully complete without the event happening –
29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;
29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party serves* notice of the refusal; and
29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
- every *party* who has the benefit of the provision *serving* notice waiving the provision; or
- the end of the time for the event to happen.

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29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.

29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Manual transaction

30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.

● Transfer

30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.

30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.

30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.

30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.

● Place for completion

30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.

30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.

30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

● Payments on completion

30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to $2,000) or *settlement cheque*.

30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).

30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay $10 for each extra *cheque*.

30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.

31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.

31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

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32 Residential off the plan contract

32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).

32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.

32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –

32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and

32.3.2 the claim for compensation is not a claim under this contract.

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Conditions of Sale by Auction
If the property is or is intended to be sold at auction:

Bidders Record means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulation 2003* and Section 68 of the *Property, Stock and Business Agents Act 2002:*

1. The following conditions are prescribed as applicable to and in respect of the sale by auction for land:

   (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences;

   (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller;

   (c) The highest bidder is the purchaser, subject to any reserve price;

   (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;

   (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller;

   (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;

   (g) A bid cannot be made or accepted after the fall of the hammer.

   (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.

2. The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land;

   (a) All bidders must be registered in the Bidders Record and display as identifying number when making a bid;

   (b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller;

   (c) When making a bid on behalf of the seller or accepting a bid by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

SPECIAL CONDITIONS

33. ENTIRE AGREEMENT

The parties acknowledge that the terms and conditions set out in this Contract contain the entire agreement as concluded between the parties as at the date of this Contract notwithstanding any negotiations or discussions held or documents signed or brochures produced or statements made by the Vendor or any agent or person on behalf of the Vendor prior to the execution of this Contract.

34. THE PURCHASER HAS INSPECTED THE PROPERTY

The Purchaser acknowledges that the Purchaser does not rely in this Contract upon any warranty or representation made by the Vendor or any person on behalf of the Vendor except such as are expressly provided herein but has relied entirely upon the Purchaser's own enquiries relating to an inspection of the property **AND** the Purchaser further acknowledges that the Purchaser accepts the property and any chattels and the things included in this Contract in their present condition subject to fair wear and tear.

35. NO OTHER ESTATE AGENT

The Purchaser warrants that the Purchaser has not been introduced to the subject property or the Vendor by any agent other than the agent (if any) specified herein and shall indemnify the Vendor in this respect.

36. NOTICE TO COMPLETE

(a) In addition to any other rights which may exist in law or in equity any Notice to Complete validly given by one party hereto to the other shall be sufficient as to time if a period of 14 days after the date of service of the Notice is allowed for completion. The party giving such notice shall be at liberty at any time to withdraw the said Notice without prejudice to his continuing right to give any further such Notice.

(b) Where a notice to complete is served on the Purchaser by or on behalf of the Vendor, it is an essential term that on actual completion of this Contract the Purchaser must pay the sum of four hundred and forty dollars ($440.00) (being a genuine pre-estimate of the damages payable for the breach of this contract which gave rise to the service of the notice) to reimburse the Vendor for the additional legal costs and disbursements incurred by the Vendor in connection with the preparation and service of each notice.

37. DEATH, MENTAL ILLNESS OR BANKRUPTCY OF EITHER PARTY

Without in any manner negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included herein, it is hereby agreed and declared that should either party (or any one of such party if there is more than one) prior to completion:-

(a) be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors, or, being a company, resolve to go into liquidation or have a petition for the winding up of it presented or enter into any scheme or arrangement with its creditors under Part 5.1 of the Corporation Law or should any liquidator, receiver or official manager be appointed in respect of it, then such party shall be deemed to be in default hereunder.

(b) die or become mentally ill or an incapable person (both as defined in the Mental Health Act, 1958) or become a person who cannot be found then the other party may rescind the within Contract by notice in writing forwarded to the Solicitor named as acting for such party in this Contract and thereupon the within Contract shall be at an end and the provisions of clause 19 shall apply.

38. FURTHER AMENDMENTS REGARDING THE DEPOSIT

(a) **Release of Deposit**
The Purchaser shall, upon request, release the deposit or authorise release of part thereof to the Vendor's Solicitors for payment out as a deposit or toward the balance of purchase price on the Vendor's purchase of another property or for stamp duty on the Vendor's purchase, or for payment of a deposit or towards the balance of price for occupation in a Nursing Home or Retirement Village and the Vendor shall at that time provide the Purchaser with sufficient details of that property to allow the Purchaser to trace the deposit. The Purchaser shall by his execution of this Contract be deemed to have authorised the Vendor's Solicitors for such purpose and the agent shall be authorised to act accordingly upon being given a copy of this condition.

(b) **Acceptance of Part Deposit under a Cooling Off Period**
Notwithstanding that a 10% deposit is payable under this Contract the Vendor will accept a deposit of .25% of the price on the date of this Contract. The balance of the 10% deposit is payable before 5.00pm on the fifth business day after the date of this Contract. The provisions of this Clause are essential provisions of this Contract.

39. OCCUPATION PRIOR TO SETTLEMENT

If, prior to completion of this matter, the Vendor consents to the Purchaser taking occupation of the property under licence or otherwise, the Vendor shall have the right to terminate the Purchaser's entitlement to occupation for any breach of this

Contract and/or for failure to promptly pay an occupation fee or to comply with any other obligation of the Purchaser including payment of rates or repairing and/or maintaining the property. In particular the Vendor shall be entitled to terminate the Purchaser's entitlement to occupation for any breach of this Contract relating to a failure to complete this purchase. This is an essential condition of this Contract.

AMENDMENTS TO PRINTED PROVISIONS

40. Provision 7.1.1 is amended by the deleting the words "5% of the price" and inserting instead "the sum of $1.00".

41. Provision 14.4.2 is deleted.

42. STATE OF REPAIR

(a) The purchaser acknowledges that the property is being purchased in its present condition and state of repair with any defects as regards to construction or repair of any improvements thereon and the position and state of repair of any boundary fence or wall.

(b) The purchaser acknowledges they have carried out their own inspections and further acknowledge that the vendor has not, nor has anyone on the vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise in respect of the property or any part thereof or any improvements thereon.

43. INSTALLATION AND SERVICES

The purchaser shall take title subject to any and all existing water, sewerage, drainage, gas, electricity, telephone and other installations and services, and shall make no objection, requisition or claim in respect of any of such installations and services on the basis that any connections are made through or are connected jointly with another property and/or that no rights or easements exist in respect of such installations and services or on the basis that any water or sewerage main or any underground or surface storm water drain or any gas or electricity or telephone installations or services pass through, over or under the property or should any manhole or vent be on the property.

44. FENCING

The purchaser shall not make any objection, requisition, claim for compensation or delay completion:

(a) If any boundary of the property not be fenced or that any boundary fence, wall or retaining wall shall not be on or within the boundary;
(b) As to the nature or state of repair of any fence, wall or retaining wall;
(c) If any fence is a give and take fence.

45. LAND AREAS

(a) The vendor makes no warranty as to the actual area of the property;

(b) Any land areas stated in this Contract are taken from the title documents and are for convenience only;

(c) The purchaser acknowledges that they are satisfied from their own independent enquiries as to the area of the property;

(d) The purchaser will make no objection, requisitions or claim for compensation in relation to the area of the property.

46. SETTLEMENT

If settlement of this matter does not take place on the date appointed due to the fault of the purchaser (or their mortgagee) then the purchaser shall pay in addition to any other monies payable by the purchaser on completion of this contract the sum of $220.00 for each rescheduled appointment to cover additional expenses incurred by the vendor as a consequence of the delay and rescheduling of this settlement such amount to be paid as an adjustment in favour of the vendor on settlement.

47. REQUISITIONS ON TITLE

The Purchaser agrees that the only form of Requisitions on Title the Purchaser may make pursuant to Clause 5 of the Contract shall be in the form of the Requisitions on Title annexed hereto which are deemed to have been served at the date of this Contract. Nothing in this Clause shall prevent the Purchaser from making any additional requisitions on title not dealt with in the Requisitions on Title annexed hereto.

48. LATE COMPLETION

Notwithstanding anything herein contained if the purchaser shall not complete this purchase by the completion date specified in this contract, other than as a result of any default by the vendor, the purchaser shall pay the vendor on completion:

(a) In addition to the balance of the purchase money, an amount calculated as twelve per centum (12%) interest on the balance of the purchase money, computed at a daily rate from the day immediately after the agreed completion date up to and including the actual date on which the contract is completed. It is agreed that this amount is a pre-estimate of the vendor's loss of interest for the purchase money and liability for outgoings; and

(b) The sum of $440.00 to cover the vendor's additional legal costs and other expenses incurred by the vendor as a consequence of the delay.

It is acknowledged by the parties that this is an essential term of the contract and the vendor shall not be obliged to complete this contract unless the amount payable under this additional condition is tendered.

49. ERROR IN ADJUSTMENT OF OUTGOINGS

Each party to this contract agrees that if on completion any apportionment of outgoings required to be made under this Contract is overlooked or incorrectly calculated, any party upon being so requested by the other party shall forthwith make the correct calculation and pay any such amount to the other party within fourteen (14) days from the date being notified. This clause shall not merge on completion.

50. COVID-19 CORONAVIRUS

For the benefit of both parties, should the Vendor:

(a) Contract the Covid-19 Coronavirus; or
(b) Be placed in isolation in the property; or
(c) Be directed to self-isolate in the property; or
(d) Need to care for an immediate member of their household or family in the property who is directly affected by matters (a) – (c) above;

Then the parties agree that the following provisions shall apply:

(e) The other party cannot issue a Notice to Complete on that party until such time that the person or persons have been medically cleared by a general practitioner or other specialist and permitted to leave the property;
(f) The party seeking the benefit of this clause must provide suitable documentation as evidence of the need for isolation immediately upon diagnosis;
(g) Completion shall take place within seven (7) days from the date of which the party is permitted to leave the property – to a maximum of 28 days from receipt of suitable documentation as mentioned in (f) above;
(h) It is an essential term of this contract that if the vendor is seeking the benefit of this clause, they shall thoroughly disinfect the property prior to completion. For the purposes of clarity, thoroughly disinfect includes, but is not limited to, vacuuming carpets, cleaning air conditioning filters, exhaust fans for bathroom/toilets, exhaust fan for kitchen rangehood and use disinfectant products to clean door handles, light switches, hard surfaces, remote controls, windows, appliances, and mop hard surface floors.

51. ELECTRONIC EXCHANGE

(a) By their execution of this Contract whether digitally signed or signed in hard copy and sent via electronic communication, the parties agree that notwithstanding digital signatures and electronic circulation of this Contract,

the parties agree and consent that such Contract is in writing pursuant to Section 8, signed pursuant to Section 9 and validly exchanged pursuant to Section 7 of the Act.

(b) If this Contract is exchanged electronically the parties agree that such Contract is enforceable and binding on the Purchaser and the Vendor as if the Contracts were exchanged in hard copy.

(c) If the Contract is submitted via email following exchange, the other party may not require a contract in hard copy or paper form.

(d) For the purposes of this special condition 'the Act' refers to the *Electronic Transactions Act 2000 (NSW)*

(e) The parties agree that any electronic signature will be valid pursuant to Section 9 provided that the contract:

(i) Includes a 'signature' being an electronic mark or endorsement made by the party concerned; and

(ii) The representative for the party concerned or the party concerned confirms that the party has signed the Contract; and

(iii) The representative for the party concerned, submits the electronically marked document for exchange and in doing so purports to ratify the electronic signing of the document by the party concerned.

52. GUARANTEE

(a) For the purpose of this Contract, Guarantor means any person who has signed this Contract as Guarantor. The Guarantor must be a director or shareholder of the Purchaser.

(b) In consideration of the Vendor entering this Contract at the Guarantor's request, the Guarantor unconditionally and irrevocably guarantees to the Vendor:
(i) the payment of all money payable by the Purchaser under this Contract; and
(ii) the performance of all the Purchaser's other obligations under this Contract.

(c) The Guarantor:
(i) indemnifies the Vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the Vendor in connection with or arising from any breach or default by the Purchaser obligations under this Contract; and
(ii) must pay on demand any money due to the Vendor under this indemnity.

(d) The Guarantor is jointly and severally liable with the Purchaser to the Vendor for:
    (i) the Purchaser's performance of its obligations under this Contract; and
    (ii) any damage incurred by the Vendor as a result of the Purchaser's failure to perform its obligations under this Contract, or termination of this Contract by the Vendor.

(e) Until the Vendor has received all money payable to it under this Contract, and the Purchaser and the Guarantor have performed all their obligations under this Contract, neither the Purchaser nor the Guarantor may:
    (i) claim or receive the benefit of a dividend or distribution, a payment of the estate or asset, or a payment in the liquidation, winding-up or bankruptcy of a person liable jointly with the Purchaser or Guarantor to the Vendor or liable under a security for money payable by the Purchaser or the Guarantor; or

    (ii) prove in an estate or in relation to an asset in liquidation, winding-up or bankruptcy in competition with the Vendor unless the amount the Vendor is entitled to will not be reduced as a result.

(f) The Guarantor must pay the Vendor on written demand by the Vendor all expenses incurred by the Vendor in respect of the Vendor's exercise of any right under this clause.

(g) The Guarantor's obligations are not affected if:
    (i) the Vendor releases or enters into a composition with the Purchaser; or
    (ii) a payment made to the Vendor is later avoided.

(h) The Guarantor's obligations under this clause are not released, discharged or otherwise affected by:
    (i) the grant of any time, waiver, covenant not to sue or other indulgence;
    (ii) the release (including the release as a part of a novation) or discharge of any person;
    (iii) an arrangement, composition or compromise entered into be the Vendor, the Purchaser, the Guarantor or any other person;
    (iv) an extinguishment, failure, loss, release, discharge, abandonment, impairment, compound, composition or compromise, in whole or in part of any document or agreement;
    (v) any moratorium or other suspension of a right, power, authority, discretion or remedy conferred on the Vendor by this Contract, a statue, a Court or otherwise;
    (vi) payment to the Vendor, including a payment which at or after the payment is found to be unlawful, void, voidable, avoided or unenforceable;
    (vii) the winding up of the Purchaser; or
    (viii) the death of the Guarantor.

(i) The Guarantor guarantees to the Vendor the payment of all the money by the Purchaser on the dates specified in the Contract and the Guarantor must

pay that money to the Vendor on the due dates if required by the Vendor irrespective of whether the Contract has been completed or title has been transferred to the Purchaser provided that upon payment the Vendor will transfer the property to the Purchaser in accordance with this Contract.

(j) If there is more than one Guarantor, the obligations and indemnities provided by the Guarantor under this clause, apply jointly and severally to each and every Guarantor.

Signed:

.....	.....
Guarantor Signature	Date
.....	.....
Guarantor name in full	Guarantor address
.....	.....
Guarantor Signature	Date
.....	.....
Guarantor name in full	Guarantor address

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 443/17524

SEARCH DATE	TIME	EDITION NO	DATE
13/7/2023	4:31 PM	2	7/7/2023

LAND

LOT 443 IN DEPOSITED PLAN 17524
AT JANNALI
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND
TITLE DIAGRAM DP17524

FIRST SCHEDULE

ROGER ERIC ZERAFA (AE AT247424)

SECOND SCHEDULE (3 NOTIFICATIONS)

---

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 C266863 LAND EXCLUDES MINERALS
3 F548953 COVENANT

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

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Received: 13/07/2023 16:31:00

Req:R039560 /Doc:DP 0017524 P /Rev:11-Jan-1995 /NSW LRS /Pgs:ALL /Prt:14-Aug-2023 17:08 /Seq:1 of 10
© Office of the Registrar-General /Src:InfoTrack /Ref:20231819

InfoTrack

Sheet 1

of plan referred to in my declaration of the 21st day of June 1928

DP 17524 1/2 (E)

11715, 13336 and 14073

...y of Cumberland

...ate

It is intended to create an easement for drainage as appurtenant to Short Street over the strip of land 10 feet wide through lot 28

Site for 10½

Dr Easement 230 or 13¼p Trav. & H.W. 10 ft wide Including Drain Res

LOT 894 8¼ per.

LOT 895 6¾ per.

Bay

Short Street

Como Park Estate

Loves Avenue

D.P. 14716

66 ft wide

LAC 22.1.35

Req:R039560 /Doc:DP 0017524 P /Rev:11-Jan-1995 /NSW LRS /Pgs:ALL /Prt:14-Aug-2023 17:08 /Seq:2 of 10
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Shire of Sutherland

C294619 (2 Sheets) Sheet No.1 12.11.34

of plan refer
of the

Plan

of resubdivision of the land in Dep. Plans 11715, 13336 and 14073

Parish of Sutherland County of Cumberland

Janalli Station Estate

If
for drain
Street ove
wide thro

This is the plan numbered & recorded as
DEPOSITED PLAN No. 17524 1/2 (E)
on the 26th day of Feby 1935

REGISTRAR GENERAL

The Common Seal of the Holt Sutherland Co(1933) Ltd. was affixed hereto by order of the Directors of that Company

Directors

Secretary

7th November 1934

15/34

REF. TO P.Ms

No	Bearing	Dist	
a	285.45'	3.6"	
b	~~357.12~~	~~3.6~~	4.3 7/8"
c	~~331.56.50~~	~~3.10½~~	4.11½"
d	280.15'	3.7	
e	261.3.45	3.6¼	
f	237.16.45	3.8	LAC 22.1.35
g	217.51.45	3.6	
h	" " "	"	
i	219.33	3.6"	
j	285.45	3.6"	
k	344.51.50	9.1½	
l	322.25.20	4.11½	
m	341.~~17~~.40	3.10¾	
n	313.50	3.6	
o	307.42.30	3.6	
p	~~72~~.12.30	4.1	
q	241.10	3.6	
r	193.25	3.8¾	
s	147.3	3.6	
t	181.14.30	4.5½	
u	219.33	3.6	

This Sheet

321.28.30
325.17.30

Diagram Not to Scale
LAC 22.1.35

The drainage reserves shown on the plan have been provided by agreement between the owner and the Council of the Shire of Sutherland

Registered Proprietor

APPROVED by The Council of the Shire of Sutherland in pursuance of Part XII. of The Local Government Act, 1919.

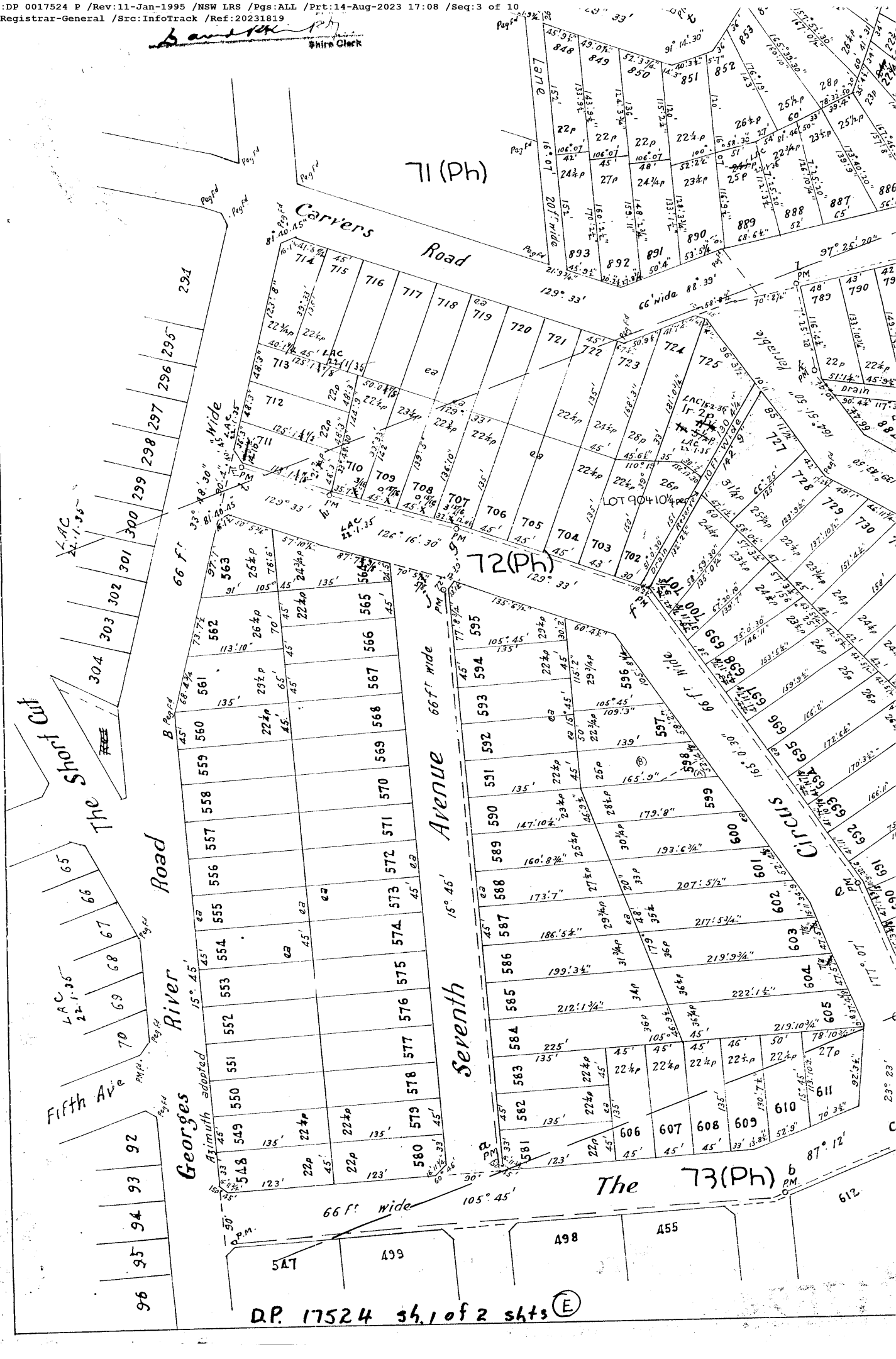
President

Shire Clerk

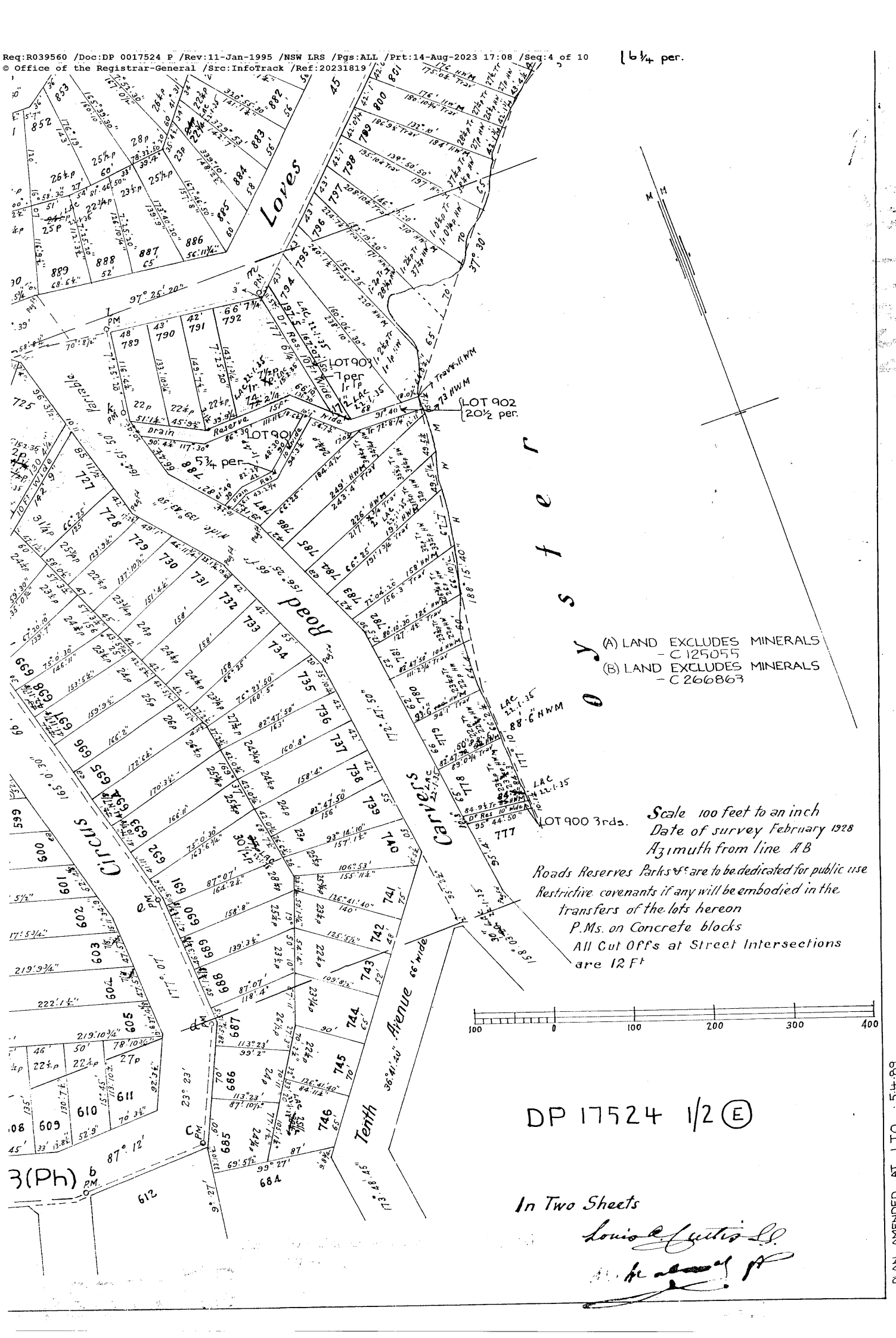
71 (Ph)

Req:R039560 /Doc:DP 0017524 P /Rev:11-Jan-1995 /NSW LRS /Pgs:ALL /Prt:14-Aug-2023 17:08 /Seq:3 of 10
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Shire Clerk



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DP 17524 1/2 (E)

In Two Sheets

Louis R. Curtis L.S.

PLAN AMENDED AT L.T.O. 5-4-89

C294619 (2 Sheets) Sheet No. 2 12.11.34

DP 17524

15/34

7th November 1934.

APPROVED by The Council of the Shire of Sutherland in pursuance of Part XII. of The Local Government Act, 1919.

Robt. Bingham
President

S. Davies
Shire Clerk

The drainage reserves shown on the plan have been provided by agreement between the owner and the Council of the Shire of Sutherland

I Louis Albert Curtis Licensed Surveyor specially licensed under the Real Property Act 1900 do hereby solemnly and sincerely declare (a) that all boundaries and measurements shown on this plan in two sheets are correct (b) that all survey marks found and relevant physical objects on or adjacent to the boundaries are correctly represented (c) that all physical objects indicated actually exist in the positions shown (d) that the whole of the material facts in relation to the land are correctly represented (e) that the survey has been made under my immediate supervision and I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900

Louis A. Curtis L.S.

Subscribed and declared before me at Sydney this 21st day of June 1928

REF TO PMs

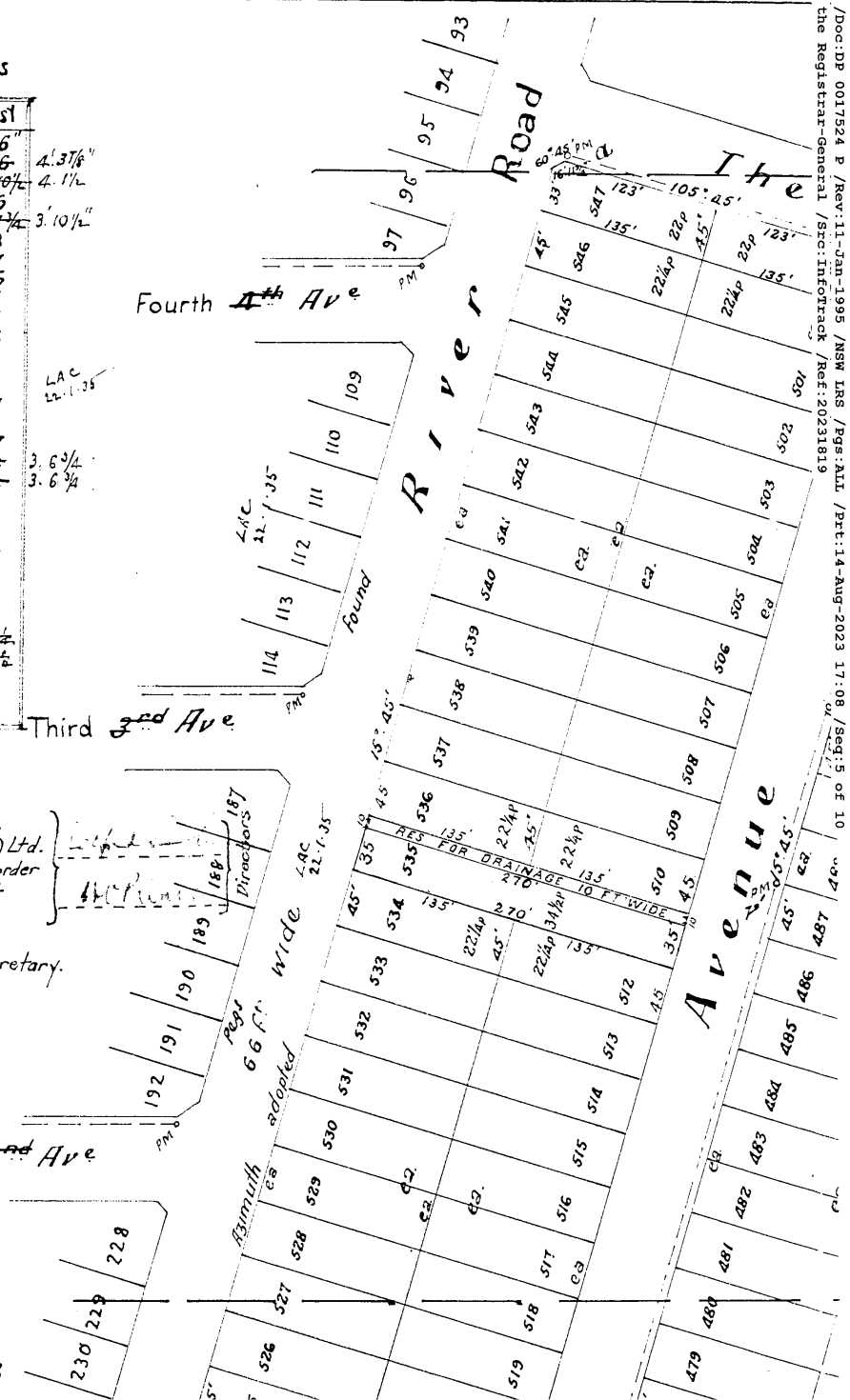
No	Bearing	Dist
a	15° 45'	3.6"
b	~~357° 12'~~	~~3.6~~ 4.3 7/8"
c	~~331° 56' 30"~~	~~3.10 1/2~~ 4.1 1/2
d	285. 45	3.6
e	260. 37. 30	~~3.7 1/4~~ 3.10 1/2"
f	252 23. 55	3.8
g	~~192. 8. 10~~	3.7
h	179. 17. 50	3.6
h'	285. 45	3.6
i	179. 17. 50	3.6
j	285. 45	3.6
k	179. 17. 50	3.6
l	269, 17, 50	3.6
m	" " "	" "
n	" " "	" "
o	282. 8. 0	3.7
p	258. 37. 55	~~3.6~~ 3.6 3/4
q	258. 37. 55	~~3.6~~ 3.6 3/4
r	269. 17. 50	3.6
s	" " "	" "
t	" " "	" "
u	" " "	" "
v	306 41 40	" "
w	285. 15. 12	3.9
x	239. 39. 22	3.7 1/2
y	239. 37 30	3.6 1/2
z	285. 45	3.6
v'	285. 45	3.6

321. 28. 30
325. 17. 30
282. 08

This Sheet

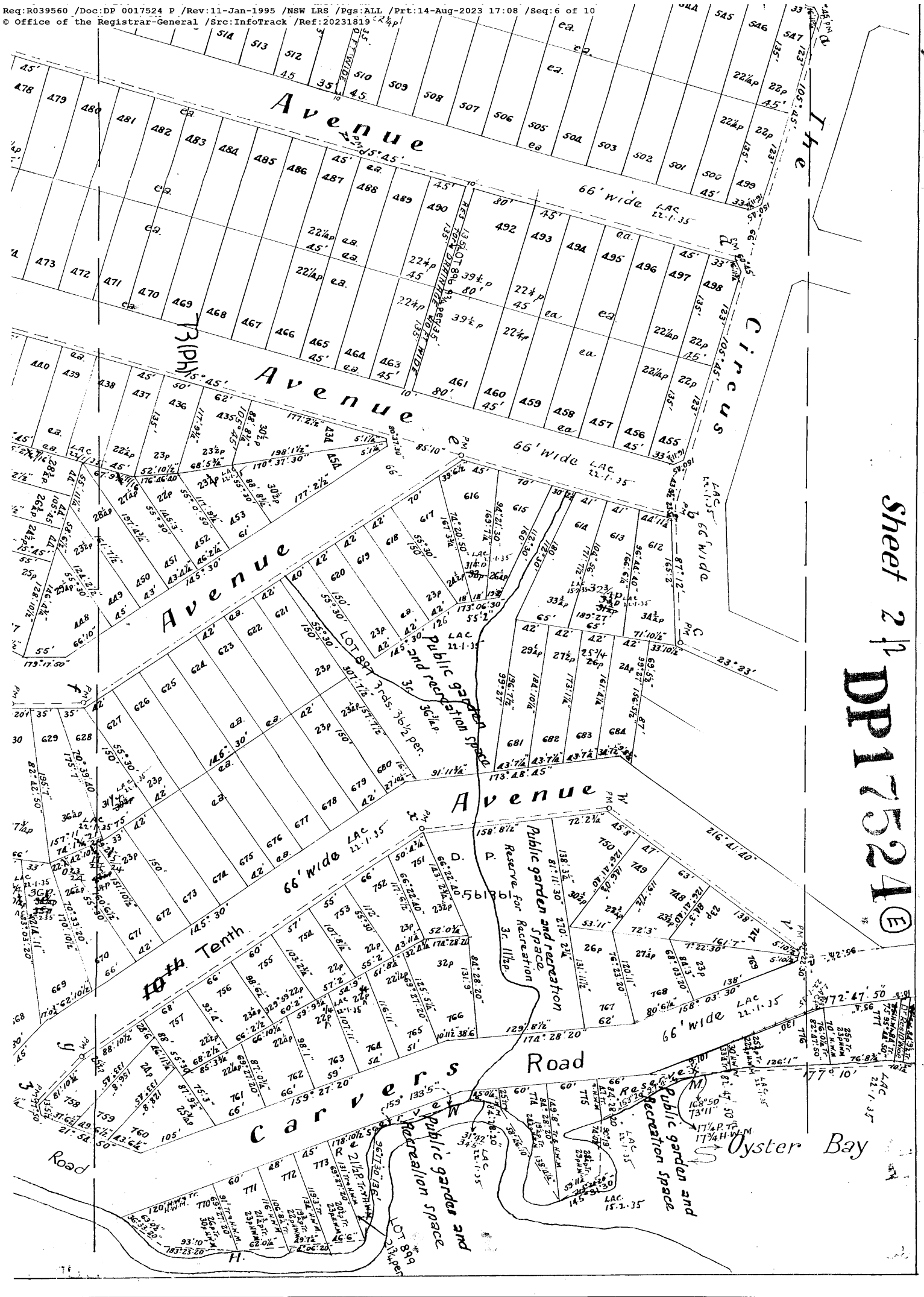
The Common Seal of the Holt Sutherland Co (1933) Ltd. was affixed hereto by order of the Directors of that Company.

Director
Director
Secretary.

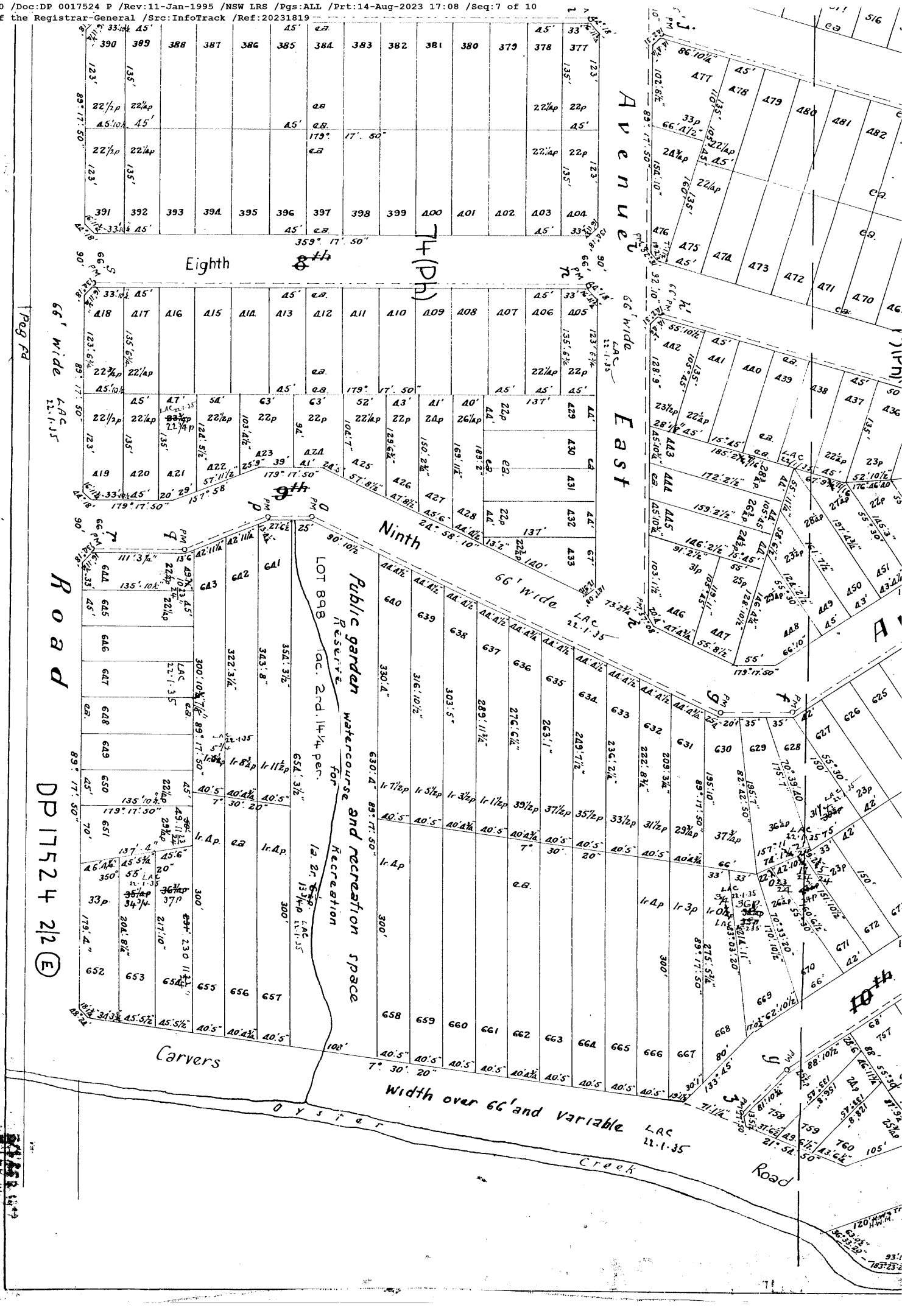


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Louis A. Curtis L.S.

Subscribed and declared before me at Sydney
this 21st day of June 1928

J.P.

Scale 100 ft to an In.

Restrictive covenants if any will be embodied in the transfers of the lots hereon
P.M.s on concrete blocks unless otherwise stated
All corners of Streets where cut back are 12 feet from the intersection and are to be dedicated for public use as are also all Streets and Reserves

Louis A. Curtis
Registered Professional

Second 2nd Ave

First 1st Ave

Georges

Davey St

Seventh 7th

Wattle St 66' wide

Pegs found LAC 22.1.35

802.4 3/8 to old peg

DP17524 2/2 (E)

Box

1650'

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Req:R039560 /Doc:DP 0017524 P /Rev:11-Jan-1995 /NSW LRS /Pgs:ALL /Prt:14-Aug-2023 17:08 /Seq:9 of 10
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CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 17524 SH 1/2

FEET	INCHES	METRES
-	0 5/8	0.015
-	1 1/4	0.03
-	1 1/2	0.04
-	1 3/4	0.045
-	6	0.15
-	6 1/2	0.165
-	9 5/8	0.245
-	10 1/4	0.26
1	-	0.305
1	1 1/4	0.335
1	1 3/4	0.35
1	4	0.405
1	7 1/8	0.485
1	7 1/4	0.49
2	1 3/4	0.655
2	2 1/2	0.675
2	3 3/4	0.705
3	6	1.065
3	6 1/4	1.075
3	6 3/8	1.075
3	7	1.09
3	7 1/4	1.1
3	8	1.12
3	8 3/4	1.135
3	9 1/2	1.155
3	10 3/4	1.185
4	1	1.245
4	1 1/2	1.255
4	3 7/8	1.32
4	4	1.32
4	5 1/2	1.36
4	6	1.37
4	8 3/4	1.44
4	11 1/2	1.51
5	-	1.525
5	1	1.55
5	7	1.7
5	9 1/2	1.765
5	10 1/2	1.79
6	-	1.83
6	3	1.905
6	7 1/4	2.015
6	7 3/4	2.025
6	11 3/4	2.125
7	-	2.135
7	0 1/4	2.14
7	2 1/4	2.19
7	4	2.235
7	4 3/4	2.255
7	5	2.26
7	5 1/2	2.275
7	5 7/8	2.285
7	11 7/8	2.435
8	-	2.44
8	0 1/2	2.45
8	2	2.49
8	6 1/2	2.605
9	1	2.77
9	1 1/2	2.78
9	3	2.82
9	5 1/2	2.885
9	6 1/2	2.91
9	8	2.945
9	8 3/4	2.965
9	10	2.995
10	-	3.05
10	0 1/4	3.055
10	0 1/2	3.06
10	1 1/4	3.08
10	1 1/2	3.085
10	2	3.1
10	2 1/2	3.11
10	3	3.125
10	3 3/4	3.145
10	6 1/4	3.205
10	11	3.325
11	4 1/4	3.46

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 17524 SH 1/2 CONTD

FEET	INCHES	METRES
11	6 1/2	3.52
11	9	3.58
12	0 1/4	3.665
12	3 1/2	3.745
12	5	3.785
12	5 1/2	3.795
12	8 1/2	3.875
12	11	3.935
13	1 1/4	3.995
13	3 3/8	4.05
13	6	4.115
13	6 3/8	4.125
13	6 3/4	4.135
13	8 1/2	4.18
13	10	4.215
14	-	4.265
14	3	4.345
14	10	4.52
15	-	4.57
15	1 1/4	4.605
15	2	4.625
15	5 1/4	4.705
15	8 1/4	4.78
15	11	4.85
15	11 3/8	4.86
16	-	4.875
16	1 1/2	4.915
16	10	5.13
16	11 3/4	5.175
17	-	5.18
17	0 1/4	5.19
17	2 1/2	5.245
17	2 3/4	5.25
17	5 3/4	5.33
18	0 1/2	5.5
18	6 1/2	5.65
19	-	5.79
19	3	5.865
19	7 1/4	5.975
19	8 1/2	6.005
19	9	6.02
19	9 3/4	6.04
19	10	6.045
20	-	6.095
20	0 1/2	6.11
20	2 1/2	6.16
20	4 1/2	6.21
21	9 3/4	6.65
22	6	6.86
23	-	7.01
23	1	7.035
23	1 3/4	7.055
23	3	7.085
23	9 1/4	7.245
23	10 3/4	7.285
24	5	7.44
24	7 1/4	7.5
25	-	7.62
25	0 1/2	7.635
26	-	7.925
26	1	7.95
26	2 3/4	7.995
26	6 3/4	8.095
27	-	8.23
27	2 1/4	8.285
27	2 1/2	8.295
27	3	8.305
27	5	8.355
27	8	8.435
27	8 3/4	8.45
28	-	8.535
28	7 1/2	8.725
29	-	8.84
29	1 3/4	8.885
29	7 1/4	9.025
30	-	9.145
30	2	9.195

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 17524 SH 1/2 CONTD

FEET	INCHES	METRES
31	-	9.45
31	7 1/4	9.635
32	-	9.755
32	3 1/2	9.84
32	6	9.905
32	6 3/4	9.925
33	-	10.06
33	1 1/2	10.095
33	10	10.31
33	10 1/2	10.325
34	-	10.365
34	9	10.59
35	-	10.67
35	0 1/4	10.675
35	4 1/2	10.78
35	8	10.87
35	10 1/4	10.93
36	-	10.975
36	3	11.05
36	10	11.225
37	2 3/4	11.345
37	4 1/8	11.38
37	4 3/4	11.4
37	10 1/2	11.545
37	11	11.555
38	-	11.58
38	2	11.635
38	-	11.885
39	1 1/2	11.925
39	4	11.99
39	7	12.065
39	7 1/4	12.07
39	9 3/4	12.135
40	-	12.19
40	1 1/4	12.225
40	3 1/2	12.28
41	-	12.495
41	1 1/4	12.53
41	7 1/4	12.68
41	8 1/4	12.705
41	10	12.75
41	11	12.775
41	11 7/8	12.8
42	-	12.8
42	0 3/8	12.81
42	0 3/4	12.82
42	1	12.825
42	1 3/4	12.845
42	2 1/4	12.86
42	5 1/2	12.94
42	6	12.955
42	6 1/4	12.96
42	7	12.98
42	8 3/4	13.025
42	9	13.03
42	9 7/8	13.05
42	11 7/8	13.105
43	-	13.105
43	1 1/4	13.14
43	2 3/4	13.175
43	4 1/4	13.215
43	5 3/4	13.25
44	-	13.41
44	0 1/4	13.415
45	-	13.715
45	0 5/8	13.73
45	6 1/2	13.88
45	9 1/2	13.955
46	-	14.02
46	3	14.095
46	9 1/2	14.26
46	11	14.3
46	11 3/4	14.32
47	-	14.325
47	1	14.35
47	1 1/4	14.355
47	4 3/4	14.445

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 17524 SH 1/2 CONTD

FEET	INCHES	METRES
47	5	14.455
47	5 7/8	14.475
47	9	14.555
47	9 3/4	14.575
47	10	14.58
47	10 1/4	14.585
48	-	14.62
48	1	14.655
48	2 1/2	14.695
48	2 3/4	14.7
48	3	14.705
48	5 1/2	14.77
49	0 1/2	14.95
49	5 1/4	15.07
50	-	15.24
50	0 1/8	15.245
50	1 1/4	15.27
50	1 3/4	15.285
50	2 3/4	15.31
50	4	15.34
50	5 3/4	15.385
50	9 1/2	15.46
50	10	15.495
50	10 1/2	15.505
51	-	15.545
51	1 1/4	15.575
51	3	15.62
51	10 1/4	15.805
52	-	15.85
52	3	15.925
52	3 7/8	15.95
52	4 1/8	15.955
52	9	16.06
53	5 1/4	16.25
53	5 3/4	16.3
54	-	16.46
54	7 1/4	16.645
55	-	16.765
55	3	16.84
55	11 1/4	17.05
56	-	17.07
56	3	17.145
56	9 1/2	17.31
56	11 3/4	17.365
57	1 1/2	17.41
57	3 1/4	17.455
57	4 1/2	17.49
57	10 1/2	17.64
58	-	17.68
58	0 1/2	17.69
58	2	17.73
58	8	17.88
58	8 1/4	17.89
58	9 1/4	17.915
59	11	18.265
60	-	18.29
60	2 1/2	18.38
60	4 1/2	18.4
60	5	18.415
60	8 3/4	18.51
60	10	18.54
61	1 3/4	18.635
61	8	18.795
62	-	18.9
63	6 3/4	19.375
63	9 1/2	19.445
64	-	19.505
64	2 1/4	19.565
64	4	19.61
64	8	19.71
64	10 1/4	19.765
65	-	19.81
65	9	20.04
66	-	20.115
66	0 1/2	20.13
66	2	20.17
66	2 1/4	20.175

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 17524 SH 1/2 CONTD

FEET	INCHES	METRES
66	3 1/2	20.205
66	4 1/2	20.23
66	10	20.37
66	10 1/2	20.385
67	0 1/2	20.435
67	7	20.6
67	11	20.7
68	-	20.725
68	1 1/4	20.76
68	3	20.805
68	4 3/4	20.845
68	6 1/2	20.89
68	7 1/2	20.915
69	9 1/2	21.27
70	-	21.335
70	2 1/4	21.395
70	2 1/2	21.4
70	3 1/2	21.425
70	5 3/8	21.47
70	5 7/8	21.485
70	8 1/2	21.55
70	11	21.615
71	5 3/4	21.785
72	6 1/4	22.105
72	8 3/4	22.17
73	-	22.25
73	7	22.43
73	7 1/2	22.44
74	1 1/4	22.585
74	2 1/4	22.61
75	-	22.86
75	0 1/4	22.865
76	-	23.165
76	0 1/2	23.175
76	4 1/4	23.275
77	1 1/4	23.5
77	1 1/2	23.51
77	8 3/4	23.69
78	6	23.925
78	10 3/4	24.045
79	6 1/4	24.24
79	8	24.28
79	8 1/2	24.295
80	10 1/4	24.645
81	0 3/4	24.71
81	1 1/4	24.72
82	-	24.995
83	3 1/2	25.385
84	-	25.605
84	3	25.68
84	9 1/2	25.845
84	11 1/4	25.89
85	11 1/2	26.2
86	-	26.215
86	7	26.52
86	7 3/8	26.705
86	10 1/2	26.785
88	-	26.82
88	2 3/8	26.885
88	2 1/2	26.885
88	6	26.975
89	0 3/4	27.145
90	-	27.43
90	4	27.535
90	4 1/4	27.54
90	7 1/4	27.615
91	-	27.735
91	1 3/4	27.78
91	10 1/2	28.005
92	3 1/2	28.13
92	10 1/2	28.31
93	6	28.5
93	6 3/4	28.52
94	-	28.65
94	1	28.675
94	3 1/4	28.735
95	2 1/4	29.015

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 17524 SH 1/2 CONTD

FEET	INCHES	METRES
95	4	29.06
96	3 1/2	29.35
97	1	29.59
99	2	30.225
99	3 1/2	30.265
100	-	30.48
100	6	30.63
102	3 3/4	31.185
103	5 1/4	31.53
104	-	31.7
105	1 1/4	32.035
105	8 1/4	32.215
106	10	32.565
107	2 1/2	32.675
108	-	32.92
109	8 1/2	33.44
110	-	33.53
110	8 1/2	33.745
111	2 3/4	33.905
111	11 1/2	34.125
112	3 1/2	34.225
112	11 1/2	34.43
113	1 1/8	34.47
113	10 1/4	34.705
115	2	35.105
115	2 1/4	35.11
115	3	35.13
116	4 1/4	35.485
116	9 1/2	35.6
118	4	36.07
118	7 1/4	36.15
120	-	36.575
123	-	37.49
123	5 3/4	37.635
123	8	37.695
123	9 1/4	37.725
125	-	38.1
125	1 1/8	38.13
125	5 1/2	38.24
126	-	38.405
126	7	38.585
126	10 1/4	38.665
126	10 1/2	38.67
127	4 1/2	38.825
127	8	38.915
128	3 3/4	39.11
130	2	39.675
130	4	39.725
130	4 1/4	39.73
130	7 1/2	39.815
132	2 1/2	40.295
132	10	40.49
133	9 1/2	40.78
133	10 3/4	40.81
135	-	41.15
135	0 3/4	41.165
135	4 1/4	41.255
135	6 1/2	41.315
135	7 1/2	41.34
136	-	41.455
136	8	41.655
136	10	41.705
137	4 3/4	41.88
137	10 1/2	42.025
138	2	42.115
139	-	42.365
139	3 1/2	42.455
139	5	42.495
139	9	42.595
140	-	42.67
141	-	42.975
142	-	43.28
142	9	43.51
143	-	43.585
143	1 1/4	43.62
143	1 3/4	43.63
143	9 1/2	43.83

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 17524 SH 1/2 CONTD

FEET	INCHES	METRES
144	9	44.12
146	11	44.78
147	10 1/4	45.065
148	2 1/2	45.175
148	2 3/4	45.18
149	7 1/2	45.605
150	-	45.72
150	10 1/2	45.985
151	-	46.025
151	4	46.125
151	4 1/4	46.135
152	-	46.33
153	5 1/4	46.77
155	6 1/2	47.41
155	11 1/4	47.53
156	-	47.55
156	3	47.625
157	8	48.055
158	-	48.16
158	4	48.26
159	9 1/2	48.705
159	11	48.745
160	2 1/2	48.85
160	5	48.895
160	8	48.97
160	8 3/4	48.99
160	10	49.02
163	-	49.66
163	6 3/4	49.855
164	-	49.985
164	2 1/4	50.04
165	9	50.52
166	2	50.65
166	11	50.88
167	0 1/2	50.91
168	3	51.28
170	2 1/2	51.88
170	3 1/2	51.9
171	-	52.12
172	6 1/4	52.58
173	7	52.91
175	0 1/4	53.35
176	-	53.64
177	6 1/4	54.11
179	-	54.56
180	10 3/4	55.14
183	3 1/2	55.87
184	-	56.08
184	4 1/2	56.2
186	-	56.69
186	5 1/4	56.83
186	9 1/2	56.93
191	1 3/4	58.26
191	7	58.39
193	6 3/4	59
195	-	59.44
195	10 1/4	59.7
197	-	60.05
197	5	60.17
199	3 1/2	60.74
202	-	61.57
205	-	62.48
208	1 3/4	63.44
208	6 5/8	63.57
210	-	64.01
212	1 3/4	64.66
214	-	65.23
215	-	65.53
217	-	66.14
217	5 3/4	66.29
218	2 3/4	66.52
218	10 1/2	66.71
219	9 3/4	67
219	10 3/4	67.02
220	-	67.06
220	6	67.21
222	1 1/2	67.7

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 17524 SH 1/2 CONTD

FEET	INCHES	METRES
224	5	68.4
225	-	68.58
225	0 1/2	68.59
226	-	68.88
227	1 1/4	69.22
228	-	69.45
228	7 1/2	69.66
229	10	70.05
230	-	70.1
231	0 1/2	70.42
231	3 3/4	70.5
232	6	70.87
233	-	71.02
233	8 1/4	71.23
233	11 7/8	71.32
238	-	72.54
238	10	72.8
239	-	72.85
240	1 1/2	73.19
242	-	73.76
243	-	74.07
243	4	74.17
243	7	74.24
244	10	74.93
249	-	75.9
256	11 3/4	78.32
264	-	80.47
264	8	80.67
284	-	86.56
288	3 1/2	87.87
301	-	91.74
301	8	91.95
316	0 1/2	96.33
330	-	100.58
333	-	101.5
440	1 1/4	134.14
442	-	134.72
442	8 3/4	134.94
443	11	135.31
445	6	135.79
554	4	168.96
666	2 1/4	203.05
990	-	301.75
1110	-	338.32
1157	1 1/2	352.69
1158	-	352.96
1158	4	353.06
1166	11	355.68
1179	8	359.56
1195	-	364.24
2227	5	678.9
2230	-	679.7

AC	RD	P	SQ M
-	-	2 1/4	56.9
-	-	21 3/4	550.1
-	-	22	556.4
-	-	22 1/4	562.8
-	-	22 1/2	569.1
-	-	22.55	570.4
-	-	22 3/4	575.4
-	-	23	581.7
-	-	23 1/4	588.1
-	-	23.35	590.6
-	-	23 1/2	594.4
-	-	23 3/4	600.7
-	-	24	607
-	-	24 1/4	613.4
-	-	24 1/2	619.7
-	-	24 3/4	626
-	-	25	632.3
-	-	25 1/4	638.6
-	-	25 1/2	645
-	-	25 3/4	651.3
-	-	26	657.6
-	-	26 1/4	663.9

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CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 17524 SH 1/2 CONTD

AC	RD	P	SQ M
-	-	26 1/2	670.3
-	-	26 3/4	676.6
-	-	27	682.9
-	-	27 1/4	689.2
-	-	27 1/2	695.6
-	-	27 3/4	701.9
-	-	28	708.2
-	-	28 1/4	714.5
-	-	28 1/2	720.8
-	-	28 3/4	727.2
-	-	29 1/4	739.8
-	-	29 1/2	746.1
-	-	29 3/4	752.5
-	-	30 1/2	771.4
-	-	30 3/4	777.8
-	-	31 1/4	790.4
-	-	31 1/2	796.7
-	-	31 3/4	803
-	-	32	809.4
-	-	32 1/4	815.7
-	-	32 1/2	822
-	-	32 3/4	828.3
-	-	33	834.7
-	-	33 1/4	841
-	-	33 3/4	853.6
-	-	34	860
-	-	34 1/4	866.3
-	-	34 1/2	872.6
-	-	34 3/4	878.9
-	-	35	885.2
-	-	35 1/4	891.6
-	-	35 1/2	897.9
-	-	35 3/4	904.2
-	-	36	910.5
-	-	36 1/4	916.9
-	-	36 1/2	923.2
-	-	36 3/4	929.5
-	-	37	935.8
-	-	37 1/4	942.2
-	-	38 1/4	967.5
-	1	-	1012
-	1	1/2	1024
-	1	3/4	1031
-	1	1	1037
-	1	1 1/4	1043
-	1	2	1062
-	1	2 1/4	1069
-	1	2 1/2	1075
-	1	4	1113
-	1	7 1/2	1201
-	1	13	1341
-	1	14 1/2	1378
2	-	13 1/4	8429

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 17524 SH 2/2

FEET	INCHES	METRES
-	3 5/8	0.09
-	6	0.15
-	7	0.18
-	7 1/4	0.185
-	10 1/4	0.26
-	11 3/4	0.3
1	8 1/4	0.515
1	9	0.535
2	4 3/4	0.73
2	9	0.84
3	4 1/2	1.03
3	4 3/4	1.035
3	5	1.04
3	5 1/4	1.05
3	5 1/2	1.055
3	6	1.065
3	6 1/4	1.075
3	6 3/4	1.085
3	7	1.09
3	7 1/4	1.1
3	8	1.12
3	8 1/2	1.13
3	9	1.145
3	10 1/4	1.175
3	10 1/2	1.18
4	-	1.22
4	1 1/2	1.255
4	2 3/8	1.28
4	3 7/8	1.32
4	4 1/2	1.335
4	4 3/4	1.34
4	8 1/4	1.43
4	9	1.45
5	1 1/4	1.555
5	5 1/8	1.655
5	5 1/4	1.655
5	8	1.725
5	10 1/2	1.79
6	8 3/4	2.05
6	9 3/4	2.075
6	11 3/4	2.125
7	-	2.135
7	1 1/4	2.165
7	1 1/2	2.17
7	7 1/2	2.325
7	8 1/2	2.35
7	8 3/4	2.355
8	1	2.465
8	2 3/8	2.5
8	6	2.59
9	-	2.745
9	2 3/4	2.815
9	3 5/8	2.835
9	6 1/2	2.91
9	7 3/4	2.94
9	8 3/4	2.965
10	-	3.05
10	1 1/4	3.08
10	3 3/4	3.145
10	10 1/4	3.31
10	11 1/2	3.34
12	-	3.66
12	4 1/4	3.765
12	9 1/2	3.9
12	11 3/8	3.945
13	2	4.015
13	4 1/4	4.07
13	6	4.115
13	6 3/4	4.135
14	2 1/2	4.33
14	4 1/4	4.375
14	4 3/4	4.39
16	1	4.9
16	4	4.98
16	11 3/4	5.175
17	0 1/2	5.195
17	0 3/4	5.2

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 17524 SH 2/2 CONTD

FEET	INCHES	METRES
17	6 1/2	5.345
17	9 3/4	5.43
17	11 1/4	5.465
18	-	5.485
18	1 3/4	5.53
18	10 1/2	5.755
19	1 1/2	5.83
19	2	5.84
19	2 1/2	5.855
19	9	6.02
19	11	6.07
19	11 1/2	6.085
20	-	6.095
20	1	6.12
20	4	6.2
20	10 1/4	6.355
22	-	6.705
23	8 3/4	7.235
24	5	7.44
24	10 1/4	7.575
25	-	7.62
25	4	7.72
25	5 1/4	7.755
25	9	7.85
25	9 1/4	7.855
26	9 3/4	8.17
27	6 1/2	8.395
28	1 1/8	8.565
29	-	8.84
30	-	9.145
30	1	9.17
30	2 1/2	9.205
30	11 3/4	9.44
31	11 1/2	9.74
33	-	10.06
33	4	10.16
33	9 1/2	10.3
33	10 1/4	10.32
33	10 1/2	10.325
34	-	10.365
34	3 3/4	10.46
34	5	10.49
34	7 1/4	10.545
34	7 1/2	10.555
35	-	10.67
35	6 3/4	10.84
36	2 1/4	11.03
37	6 1/2	11.445
38	6	11.735
39	-	11.885
39	6 1/2	12.05
40	-	12.19
40	4 3/4	12.315
40	5	12.32
41	-	12.495
41	9	12.725
42	-	12.8
42	6	12.955
42	10	13.055
42	10 1/4	13.06
42	11 1/4	13.085
43	-	13.105
43	2 3/4	13.175
43	4 1/4	13.215
43	6 1/4	13.265
43	7 1/4	13.29
43	9 1/2	13.35
43	11 1/4	13.39
44	-	13.41
44	4 1/2	13.525
44	4 3/4	13.53
44	9 1/2	13.65
44	11 1/4	13.695
45	-	13.715
45	0 1/4	13.72
45	2 1/2	13.78
45	5 1/2	13.855

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 17524 SH 2/2 CONTD

FEET	INCHES	METRES
45	5 3/4	13.86
45	6	13.87
45	10 1/4	13.975
45	10 3/4	13.99
46	-	14.02
46	0 1/2	14.035
46	2 1/4	14.08
46	2 1/2	14.085
46	2 3/4	14.09
46	4 1/4	14.13
46	4 3/4	14.14
46	6	14.175
46	11 3/4	14.32
47	-	14.325
47	4	14.425
47	4 3/4	14.445
47	8 1/2	14.54
48	-	14.62
48	3	14.705
48	4 1/2	14.745
49	6 1/2	15.1
49	10 3/4	15.21
49	11 3/4	15.235
50	-	15.24
50	2 3/4	15.31
50	4 3/4	15.36
50	6	15.39
51	-	15.545
51	10 1/2	15.81
52	-	15.85
52	0 3/4	15.87
52	9	16.02
52	10 1/2	16.115
52	11 3/4	16.15
53	1	16.18
53	11	16.435
54	-	16.46
54	3 1/2	16.55
55	-	16.765
55	2	16.815
55	8 1/2	16.98
55	10 1/2	17.03
55	11 1/4	17.05
56	4 3/4	17.19
56	9 3/4	17.315
57	-	17.375
57	2	17.425
57	7 1/2	17.565
57	8 1/2	17.59
57	10	17.63
57	11 1/2	17.665
58	-	17.68
58	6 1/2	17.845
59	2 1/2	18.045
59	9 3/4	18.23
59	11 1/4	18.27
60	-	18.28
60	2	18.34
60	6 1/2	18.445
61	-	18.595
61	5	18.72
61	7 1/2	18.785
62	-	18.9
62	0 1/4	18.905
62	10 1/2	19.165
63	-	19.2
63	0 1/2	19.215
63	1	19.23
63	4 3/4	19.325
64	1 1/2	19.545
65	-	19.81
65	1	19.825
66	-	20.115
66	2 1/2	20.18
66	4 1/2	20.23
66	8 3/4	20.34
66	10	20.37

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 17524 SH 2/2 CONTD

FEET	INCHES	METRES
66	10 3/4	20.39
67	-	20.42
67	3 3/4	20.515
67	8 1/2	20.635
67	9 1/4	20.655
67	11	20.7
68	-	20.725
68	2 1/2	20.79
68	5 3/4	20.87
69	3 5/8	21.125
69	11 1/4	21.315
70	-	21.335
70	10 1/2	21.605
71	0 1/4	21.645
71	1 1/4	21.67
71	7 1/2	21.83
71	10 1/2	21.905
72	2 1/2	22.01
72	2 3/4	22.015
72	3	22.02
73	1 1/4	22.28
73	2 3/4	22.32
73	11	22.53
74	0 1/2	22.57
74	1	22.58
75	-	22.86
75	3	22.935
75	7	23.04
76	0 1/4	23.17
76	6 1/4	23.325
76	8 3/4	23.385
80	-	24.385
80	6 1/4	24.545
81	10 3/4	24.96
84	-	25.603
84	1 1/2	25.64
84	3	25.68
84	9 1/2	25.845
84	10 1/4	25.863
85	-	25.91
85	3 3/4	26.005
85	10	26.16
86	10 1/4	26.475
87	0 3/4	26.535
87	9 1/4	26.75
87	11 3/4	26.815
88	-	26.82
88	8 3/4	27.045
88	10 1/2	27.09
89	5	27.255
89	11 3/4	27.425
90	-	27.43
90	7 1/2	27.62
90	10 1/2	27.7
91	-	27.735
91	0 1/8	27.74
91	2 1/2	27.8
91	3 3/4	27.83
91	11 3/4	28.035
92	10	28.295
93	4	28.45
93	10	28.6
94	-	28.65
95	2 1/2	29.02
95	4	29.06
97	4	29.665
97	4 3/4	29.685
98	1	29.895
98	6 1/4	30.03
101	6	30.935
102	8 1/2	31.305
103	1 1/2	31.43
103	2 3/4	31.465
103	4 1/2	31.51
104	7	31.875
105	-	32.005
106	8 1/4	32.52

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 17524 SH 2/2 CONTD

FEET	INCHES	METRES
107	8 1/4	32.825
107	11	32.895
108	-	32.92
109	3	33.3
110	-	33.53
111	3 1/4	33.915
112	-	34.14
116	-	35.355
116	11	35.635
117	9 3/4	35.91
119	3	36.345
119	7 1/2	36.46
119	11	36.55
120	-	36.575
120	10 1/4	36.835
120	11	36.855
120	11 1/2	36.87
123	-	37.49
123	6 1/2	37.655
123	6 3/4	37.66
124	2 1/2	37.86
124	2 3/4	37.865
124	5 1/2	37.935
125	5 1/4	38.235
126	-	38.405
126	1	38.43
126	9 3/4	38.65
128	8	39.22
128	9	39.245
128	10 1/2	39.28
129	6 3/4	39.49
129	8 1/2	39.535
130	-	39.625
131	-	39.93
131	9	40.155
133	11 3/4	40.835
135	-	41.15
135	6 3/4	41.32
135	9 7/8	41.4
135	10	41.4
135	10 1/4	41.41
136	-	41.455
136	5 1/2	41.59
137	-	41.76
137	4	41.86
138	-	42.06
138	3 1/4	42.145
138	4 1/4	42.17
140	-	42.67
141	9	43.205
144	9 1/2	44.13
145	6	44.27
146	2 1/2	44.565
146	4 3/4	44.62
149	8	45.62
150	-	45.72
150	2 3/4	45.79
151	10 1/2	46.29
154	10	47.195
156	4 3/4	47.67
156	5 1/2	47.69
156	8	47.75
157	7 1/2	48.045
158	8 1/2	48.375
159	2 1/2	48.525
160	-	48.77
160	6 1/2	48.935
161	4 1/4	49.18
161	7	49.25
161	7 1/2	49.265
165	2	50.34
166	6 1/4	50.76
167	3 1/4	50.98
167	3 3/4	51
167	8 1/2	51.12
169	7 1/4	51.7
169	11 1/4	51.8

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 17524 SH 2/2 CONTD

FEET	INCHES	METRES
170	-	51.82
170	10 1/2	52.08
171	0 1/4	52.13
171	7 1/2	52.31
172	2 1/2	52.49
173	1 1/4	52.76
175	7	53.52
177	2 1/2	54.01
177	6	54.1
178	10 1/2	54.52
179	4	54.66
180	-	54.86
183	-	55.78
184	10 1/4	56.34
185	-	56.39
185	0 1/8	56.39
185	2 7/8	56.46
187	11 3/4	57.3
189	2	57.66
190	6	58.06
190	7 1/2	58.1
193	7 3/4	59.02
195	7	59.61
195	10	59.69
196	7 1/2	59.93
197	4 3/4	60.17
198	1 1/2	60.39
204	8 1/4	62.39
209	3 1/4	63.79
212	6 1/2	64.78
214	11	65.51
217	10	66.4
217	11	66.42
222	8 3/4	67.89
230	11 3/4	70.4
236	2 1/4	71.99
249	7 1/2	76.09
270	-	82.3
275	5 3/4	83.97
276	6 1/4	84.28
299	11 3/4	88.39
300	-	91.44
300	4	91.54
300	10 7/8	91.72
303	5	92.48
307	7 1/2	93.76
316	10 1/2	96.58
322	3 1/4	98.23
330	4	100.69
343	8	104.75
354	3 1/2	107.99
630	4	192.13
654	3 1/2	199.43
802	4 3/8	244.56
1135	-	345.95
1135	6 3/4	346.12
1150	-	350.52
1177	2 1/2	358.81

AC	RD	P	SQ M
-	-	2.22	56.2
-	-	2 1/4	56.9
-	-	18 3/4	474.2
-	-	19 1/4	486.9
-	-	19 1/2	493.2
-	-	19 3/4	499.5
-	-	20	505.9
-	-	20 1/2	518.5
-	-	21 1/2	543.8
-	-	21 3/4	550.1
-	-	22	556.4
-	-	22 1/4	562.8
-	-	22 1/2	569.1
-	-	22.55	570.4
-	-	22 3/4	575.4
-	-	23	581.7

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 17524 SH 2/2 CONTD

AC	RD	P	SQ M
-	-	23 1/4	588.1
-	-	23 1/2	594.4
-	-	23.55	595.6
-	-	23 3/4	600.7
-	-	24	607
-	-	24 1/4	613.4
-	-	24 1/2	619.7
-	-	24 3/4	626
-	-	25	632.3
-	-	25 1/2	645
-	-	25 3/4	651.3
-	-	26	657.6
-	-	26 1/4	663.9
-	-	27	682.9
-	-	27 1/4	689.2
-	-	27 1/2	695.6
-	-	28 1/4	714.5
-	-	29	733.5
-	-	29 1/4	739.8
-	-	29 1/2	746.1
-	-	29 3/4	752.5
-	-	30	758.8
-	-	30 1/4	765.1
-	-	30 1/2	771.4
-	-	31	784.1
-	-	31 1/4	790.4
-	-	31 1/2	796.7
-	-	31 3/4	803
-	-	32	809.4
-	-	32 3/4	828.3
-	-	33	834.7
-	-	33 1/2	847.3
-	-	33 3/4	853.6
-	-	34 3/4	878.9
-	-	35 1/2	897.9
-	-	36	910.5
-	-	36 1/4	916.9
-	-	37	935.8
-	-	37 1/2	948.5
-	-	37 3/4	954.8
-	-	39 1/2	999.1
-	1	3/4	1031
-	1	1 1/2	1050
-	1	3	1088
-	1	3 1/2	1100
-	1	4	1113
-	1	5 1/2	1151
-	1	5 3/4	1157
-	1	7 1/2	1201
-	1	8 3/4	1233
-	1	11 1/2	1303
-	3	11 1/2	3326
-	3	36 3/4	3965
1	2	13 3/4	6418

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REGISTRAR GENERAL NEW SOUTH WALES

JUL 11 12 29 PM

2.4.11.9.34 11.30 am

Fees: TGL 12 6

Transfer 12 6

Endorsements 1 2 6

Assurance on Grant 1 5 0

Lease 5 0

£3.17.6d

JUL 16 11 54 AM

£ s d

SOUTH AUSTRALIA TWENTY-FIVE POUNDS TWENTY SHILLINGS STAMP DUTY

B33XL

16/7/1934 C266863

NEW SOUTH WALES

MEMORANDUM OF TRANSFER

(Real Property Act, 1900)

THE HOLT SUTHERLAND COMPANY (1933) LIMITED (hereinafter called the Company) being registered as the proprietors for a term of fifty-six years from the first day of July 1899 under Memorandum of Lease registered No. 50990 as extended by the Holt Sutherland Estate Act 1900 in the land hereinafter described subject however to such encumbrances liens and interests as are notified by memorandum underwritten or endorsed hereon in consideration of the sum of TWO THOUSAND NINE HUNDRED AND ONE POUNDS SEVENTEEN SHILLINGS AND SIX PENCE (£2901:17:6) paid by LOUIS ALBERT CURTIS of Sydney Surveyor to the Perpetual Trustee Company Limited the Australian Trustee of the Will of Thomas Holt late of Sydney pursuant to Section 7 of the said Holt Sutherland Estate Act 1900 (the receipt of which sum is hereby acknowledged by the said Perpetual Trustee Company Limited testified by the receipt hereto annexed) doth hereby in exercise and in pursuance of the power and direction in Section 7 of the said Holt Sutherland Estate Act 1900 and of all other power enabling it appoint and transfer to the said Louis Albert Curtis ALL the estate and interest of the registered Proprietor in fee simple in the surface of ALL that parcel of land situated in the Parish of Sutherland County of Cumberland and being part of the land comprised in Certificate of Title dated the Fifth day of November 1925 Registered Volume 3796 folio 120 and in the said Lease Number 50990 and being the surface of the whole of the land comprised in Sub-Leases Numbers B.475025, B.475026, B.475027, B.475028, B.475029, B.475031 and B.475032 all from the Holt Sutherland Estate Company Limited to the said Louis Albert Curtis and also in Sublease Number B.330088 from the Holt Sutherland Estate Company Limited to Robert Love (whose estate and interest therein has been transferred to and become vested in the said Louis Albert Curtis) and also in Sublease Number B.324331 from the Holt Sutherland Estate Company Limited to Rose Lilian Love (whose estate and interest therein has been transferred to and becomes vested

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in the said Louis Albert Curtis) AND doth also transfer to the said Louis Albert Curtis all the estate and interest of which it the said Holt Sutherland Company Limited is registered Proprietor Together with all its rights and powers in respect thereof as comprised in the said Lease No. 50990 in and so far only as regards the land comprised in the said Sub-leases Numbers B.320088, B.324331, B.475025, B.475026, B.475027, B.475028, B.475030, B.475031 and B.475032 excepting and reserving to the said Company and its assigns during the residue now unexpired of the term of the said Lease Number 50990 as extended by the Holt Sutherland Estate Act 1900 and subject thereto unto the person or persons for the time being entitled to the Mines and premises next herein excepted and reserved in reversion immediately expectant on the said Lease Number 50990 (all of whom including the Perpetual Trustee Company Limited and other the Australian Trustees or Trustee for the time being of the said Will of the said Thomas Holt deceased are hereinafter included in the term the reversioner and reversioners) all Mines beds seams and veins of coal iron and other metals and minerals comprised in the said Lease Number 50990 which are now known or shall or may be discovered hereafter as lying and being under the surface of the land hereby appointed and transferred together with liberty for the Company and its assigns during such residue and subject thereto for the reversioner and reversioners without entering on the surface of the said land hereby appointed and without doing any act which may disturb or cause any damage to any house or houses building or buildings now erected or henceforth to be erected on the said land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said Mines seams and veins of coal iron and other metals and minerals and for such purposes to make maintain and use any necessary and convenient underground works whatsoever and subject to and reserving unto the person or persons entitled thereto all rights of way across the said land hereby appointed And excepting and reserving unto the said reversioner and reversioners all metals and minerals not comprised in the said Lease No.50990 and which are now known or shall be discovered hereafter as lying under the surface of the said land hereby appointed together with liberty for the reversioner or reversioners without entering on the surface of the said land hereby appointed and without doing any acts which may disturb or cause any damage to any house or houses building or buildings now erected or hereafter to be erected on the land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said metals and minerals hereby lastly hereinbefore excepted and reserved and for

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such purpose to make maintain and use any necessary and convenient underground works whatsoever to the intent that the said Louis Albert Curtis may become the registered proprietor in fee simple of the surface lands comprised in the said Sub-leases Numbers B.330088, B.324031, B.475025, B.475026, B.475027, B.475028, B.475030, B.475031 and B.475032 to the extent only directed and intended by the said Holt Sutherland Estate Act 1900 PROVIDED ALWAYS that the Company and its assigns shall hold the residue of the lands comprised in the said Lease Number 50990 subject to all the provisoes conditions and agreements in the said Lease contained and on the part of the Company to be observed and performed as (if at all) varied by the Holt Sutherland Estate Act 1900 and to the provisions of the same Act And the reversioner and reversioners shall in respect of such residue be entitled to the benefit of all conditions and powers of re-entry for non-payment of rent and other powers and reservation in the said Lease contained in all respects as if this Transfer had not been made.

IN WITNESS WHEREOF the Common Seal of the Holt Sutherland Company (1933) Limited was hereunto affixed at Sydney this second day of June 1934.

Encumbrances referred to

Subject to drainage easement as to Lots 3. 4. 5 and 6 on deposited Plan No. 13336.

THE COMMON SEAL of the HOLT SUTHERLAND COMPANY (1933) LIMITED was affixed hereto by the Directors present at a Meeting of THE BOARD OF DIRECTORS of that Company held this second day of June 1934 and such Directors thereupon signed this Transfer in the presence of

Directors

Secretary

Accepted and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

SIGNED in my presence by the said LOUIS ALBERT CURTIS who is personally known to me

Solicitor
Sydney

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C266863 x x x

No. Memorandum of Transfer of

Lots 1 & 11 incl. DP 11715
Lots 1 & 6 incl. DP 133161
Lots 18 & 25 incl. DP 140731
Share Sutherland
Pk Sutherland
(Railway resumption etc)

Lodged by

MINTER SIMPSON & CO.,

SYDNEY.

Louis Albert Curtis

THE HOLT SUTHERLAND COMPANY (1933) LIMITED

INDEXED
3 OCT 1934
BY
CHECKED BY

Transferror.

Louis Albert Curtis Transferree.

Particulars entered in the Register Book, Vol.

Vol 3796 Folio 27
188 abdon lease No 50990

the 2nd day of October, 1934,

at minutes 12 o'clock

in the noon.

Registrar General

Lo. 7s Rn 11s.
10.10.34
10.10.34

4652 82

Ref

Urgent Lo 31/10/34
Jupiter (9)

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C266863

ERPETUAL TRUSTEE COMPANY LTD.,

33-39 HUNTER STREET, SYDNEY.

C266863

No. 847 23rd June 1934

Received from Louis Albert Curtis Esq

the sum of Two thousand nine hundred and one pounds Seventeen

shillings and pence being the purchase money for the fee simple

of all that piece of land situate in the Parish of Sutherland

and County of Cumberland, being the whole of the land com-

prised in Sub-leases No. B324311, B310088, B475042, B475011, B475030, B475028

B475027, B475026 & B475025 dated 26th February 1926 and 28th January 1927

from the HOLT SUTHERLAND CO. LTD. to Rose Isabel Love

Robert Love and Louis Albert Curtis

and part of the land comprised in Memorandum of Lease

registered No. 50990.

Accountant.

£2901-17-6 Cashier.

16 11 5 31934

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R.P. 13. No. F 548953

New South Wales.

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

FEES :— £ s. d.
Lodgment : :
Endorsement : :
Certificate : :
: :
: :
: :

£2 15 0
11.10.57

(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black or blue-black non-copying ink.

I, HOLT SUTHERLAND COMPANY (1933) LIMITED

(herein called transferor)

being registered as the proprietor of an estate in *fee simple*[a] in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of Seventy five pounds.

(£75. 0. 0) (the receipt whereof is hereby acknowledged) paid to it by.

SAVIOUR GEORGE ZERAFA of Paddington Clerk,

(herein called transferee)

do hereby transfer to the said transferee[b]

ALL such Estate and Interest in ALL THE land mentioned in the schedule following :—

County.	Parish.	Reference to Title (c)			Description of Land (if part only). (d)
		Whole or Part.	Vol.	Fol.	
Cumberland	Sutherland	Part	6043	55	Lot 443 in Deposited Plan No. 17524

And the transferee covenants with the transferor

The Purchaser for himself and his assigns hereby for the benefit of the adjoining land but only during the ownership thereof by the Vendor and its assigns other than Purchasers on sale covenants with the Vendor and its assigns that no fence shall be erected on the land hereby conveyed or transferred to divide it from such adjoining land without the consent of the Vendor or its assigns but such consent shall not be withheld if such fence is erected without expense to the Vendor or its assigns and in favour of any person dealing with the Purchaser or his assigns, such consent shall be deemed to have been given in respect of every such fence for the time being erected. And this restriction may be released varied or modified by the owners or owner for the time being of such adjoining land.

ENCUMBRANCES, &c., REFERRED TO.[f]

Exception and Reservation contained in Transfer No. C 266863

Signed at Sydney the thirteenth day of September 1957.

[g] Signed in my presence by the transferor The common seal of Holt Sutherland and Company (1933) Limited was hereto affixed by the Authority of the Directors previously given and in the presence of

WHO IS PERSONALLY KNOWN TO ME

Secretary

[h] Signed

Transferor.*

† Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

J. Alex Draper
Clerk to Mills, Thompson & Co
Sydney

Transferee(s).

NOT TO BE ALTERED BY ERASURE—See Foot Notes.

a If a lease estate, strike out "in *fee simple*" and interline the required alteration.

b If to two or more, state whether as joint tenants or tenants in common.

c If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.

d If part only of the land comprised in a Certificate or Certificates of Title is to be transferred add "and being lot sec. D.P. " or "being the land shown in the plan annexed hereto," or "being the residue of the land in certificate (or grant) registered Vol. Fol. " Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer.

e Strike out if unnecessary. Covenants should comply with Section 88 of the Conveyancing Acts, 1919-1943. Here also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted. If the space provided is insufficient a form of annexure of the same size and quality of paper as this instrument should be used.

f A very short note will suffice.

g If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form. As to instruments executed elsewhere, see back of form.

h Repeat attestation if necessary.

If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

[illegible] W K1165 ALFRED RENAT PETTIFER, GOVERNMENT PRINTER.

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F 548953

No.

LODGED BY ... Solicitors SYDNEY

CONSENT OF MORTGAGEE.[i]

(N.B.—Before execution read marginal note.)

I,

mortgagee under Mortgage No. .

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at this day of 19 .

Signed in my presence by

who is personally known to me.

Mortgagee.

[i] This consent is appropriate only to a transfer of part of the land in the Certificate of Title or Crown Grant. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. Miscellaneous Register under the authority of which he has just executed the within transfer.[j]

Signed at the day of 19 .

Signed in the presence of—

[j] Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.[k]

Appeared before me at , the day of , one thousand nine hundred and the attesting witness to this instrument and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said is own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

[k] To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

INDEXED

MEMORANDUM OF TRANSFER

Sully covenant

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

1. 2. 3. 4. 5. 6. 7.

Received Docs. Nos.

Receiving Clerk.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

Checked by

Passed (in S.D.B.) by

Signed by

Particulars entered in Register Book,

Volume 6043 Folio 55

the 6th day of December 1957 at minutes past 12 o'clock in the noon.

Registrar-General.

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Records		29/10/57
Draft written		30/10
Draft examined		31/10/57
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrossers		14/11/57
Cancellation Clerk		

Vol. 6421 Fol. 214

K 1165 St 437—W

EXECUTION OUTSIDE NEW SOUTH WALES.

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are :—Upon lodgment (a) 15/–, if accompanied by the relevant title or evidence of production thereof, (b) £1 otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable :—(a) 5/– for each additional Certificate included in the Transfer, (b) £1-10-0 for each new Certificate of Title issued, (c) 5/–where the Transfer contains covenant purporting to affect the user of any land, (d) 10/– where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement, (e) 2/6 where partial discharge of a mortgage is endorsed on the Transfer, (f) 2/6 for each additional folio where the Certificate exceeds ten folios, (g) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.

Applicant:

MCW Lawyers Pty Ltd - Sutherland
Level 1 570 President Avenue
SUTHERLAND NSW 2232

Planning Certificate – Section 10.7 (2)(5) Certificate Environmental Planning and Assessment Act, 1979

Certificate no:	ePC:23/5168	Delivery option:	
Certificate date:	14/08/2023	Your reference:	

Property:

Lot 443 DP 17524
5 First Avenue JANNALI NSW 2226

Zone:

* Sutherland Shire Local Environmental Plan 2015
Zone R2 Low Density Residential

Notes:

(a) The information in this certificate only relates to the real property Identifier associated with the property and not to any licence or permissive occupancy that may be attached to and included in the property details contained in the description of the land.

(b) The Environmental Planning and Assessment Act 1979 will be referred to in this Certificate as 'the Act'.

Disclaimer:

(a) This certificate contains information provided to Council by third parties and is as current as the latest information available to Council at the time of production of this document. Council does not warrant the accuracy of the information contained within the information provided by third parties and has not independently verified the information. It is strongly recommended that you contact the relevant third parties to confirm the accuracy of the information.

INFORMATION PURSUANT TO SECTION 10.7(2), ENVIRONMENTAL PLANNING & ASSESSMENTACT, 1979

1. Names of relevant instruments and DCPs

1. The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land:

Environmental Planning Instruments

* Sutherland Shire Local Environmental Plan 2015
* SEPP (Building Sustainability Index: BASIX) 2004
* SEPP (Exempt and Complying Development Codes) 2008
* SEPP (Housing) 2021
* SEPP No.65 - Design Quality of Residential Apartment Development
* SEPP (Biodiversity and Conservation) 2021
* SEPP (Industry and Employment) 2021
* SEPP (Planning Systems) 2021
* SEPP (Primary Production) 2021
* SEPP (Resources and Energy) 2021
* SEPP (Resilience and Hazards) 2021
* SEPP (Transport and Infrastructure) 2021

Development Control Plans

Sutherland Shire Development Control Plan 2015

2. The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land:

Draft Environmental Planning Instruments

The following Draft State Environmental Planning Policies (SEPP) apply: Amendments to SEPP (Transport and Infrastructure) 2021 (formerly SEPP (Infrastructure) 2007), SEPP (Housing) 2021, SEPP (Exempt and Complying Development Codes) 2008, and SEPP (Planning Systems) 2021.

Draft Development Control Plans

No draft Development Control Plans apply.

3. Subsection (2.) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—:

a. it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or
b. for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.

4. In this section—
proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

2. Zoning and land use under relevant LEPs

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described—

(a) The identity of the zone, whether by reference to-
(i) a name, such as “Residential Zone” or “Heritage Area” or

(ii) a number, such as “Zone No 2 (a)”,

(b) the purposes for which development in the zone—
(i) may be carried out without development consent, and
(ii) may not be carried out except with development consent, and
(iii) is prohibited,

Sutherland Shire Local Environmental Plan 2015
Zone R2 Low Density Residential

(i) Permitted without consent:

Home occupations

(ii) Permitted with consent:

Bed and breakfast accommodation; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home businesses; Home industries; Multi dwelling housing; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Tank-based aquaculture

(iii) Prohibited:

Any development not specified in item (i) or (ii)

(c) whether additional permitted uses apply to the land,

No Additional Permitted Uses apply to this land.

(d) Do development standards apply to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions?

Under Sutherland Shire Local Environmental Plan 2015 there are no relevant development standards for the erection of a dwelling house due to site dimensions.

(e) Is the land in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*?

No

(f) Is the land in a conservation area, however described?

No

(g) Is an item of environmental heritage situated on the land, however described?

There is no item of environmental heritage situated on the property.

3. Contribution Plans

(1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.

* The 2016 Section 7.12 Development Contributions Plan applies to this property (Effective 01/01/17).

(2) If the land is in a special contributions area under the Act, Division 7.1, the name of the area.

No areas within Sutherland Shire are currently part of a special contributions area.

4. Complying Development

(1) The extent to which the land is land on which complying development may be carried out under each of the complying development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.

(2) If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—

a. a restriction applies to the land, but it may not apply to all of the land, and

b. the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

(4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

Housing Code

Complying development may be carried out on the land under the Housing Code.

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(Note: this code applies only to land within, or proposed to be within, the following zones R1, R2, R3, R4 or RU5. Check the zoning on the front of this certificate.)

Housing Alterations Code

Complying development may be carried out on the land under the Housing Internal Alterations Code.

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Industrial and Business Alterations Code

Complying development may be carried out on the land under the Industrial and Business Alterations Code.

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying*

Development Codes) 2008.

Industrial and Business Buildings Code

Complying development may be carried out on the land under the Industrial and Business Buildings Code.

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(Note: this code applies only to land within, or proposed to be within, the following zones E1, E2, E3, MU1, E4, E5, W4, SP1, SP2, SP3 or SP5. Check the zoning on the front of this certificate.)

Container Recycling Facilities Code

Complying development may be carried out on the land under the Container Recycling Facilities Code.

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Subdivisions Code

Complying development may be carried out on the land under the Subdivisions Code.

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Rural Housing Code

Complying development may be carried out on the land under the Rural Housing Code.

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(Note: this code applies only to land within, or proposed to be within, the following zones RU1, RU2, RU3, RU4, RU6 or R5. Check the zoning on the front of this certificate.)

Low Rise Housing Diversity Code

Complying development may be carried out on the land under the Low Rise Housing Diversity Code.

This code is subject to a variation under Clause 1.12 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

As described in Schedule 3 of the SEPP, the complying development code is varied for every lot in the local government area of the Sutherland Shire that is in Zone R2 Low Density Residential as follows:

The Low Rise Housing Diversity Code is varied in its application by omitting clause 3B.10 and inserting the following instead-

3B.10 Floor space ratio

(1) The maximum floor space ratio for a building on a lot is the maximum floor space ratio for the building under Sutherland Shire Local Environmental Plan 2015.

(2) To avoid doubt, the definition of gross floor area in Sutherland Shire Local Environmental Plan 2015 applies for the purpose of calculating a maximum floor space ratio under this clause.

This variation to the Low Rise Housing Diversity Code ceases to have effect at the end of 2 October 2023.

The Low Rise Housing Diversity Code is varied in its application by inserting the following after clause 3B.23-

3B.23A Floor space ratio

(1) Despite clause 3B.23, the maximum floor space ratio for a building on a lot is the maximum floor space ratio for the building under Sutherland Shire Local Environmental Plan 2015.

(2) To avoid doubt, the definition of gross floor area in Sutherland Shire Local Environmental Plan 2015 applies for the purpose of calculating a maximum floor space ratio under this clause.

(3) This clause does not apply to the following

development-

(a) the erection or alteration of, or an addition to, a manor house,

(b) the erection or alteration of, or addition to, attached development that is related to a manor house.

This variation to the Low Rise Housing Diversity Code ceases to have effect at the end of 2 October 2023.

(Note: this code applies only to land within, or proposed to be within, the following zones RU5, R1, R2 or R3. Check the zoning on the front of this certificate.)

Green Field Housing Code

Complying development under the Greenfield Housing Code may be carried out on the land.

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(Note: This code applies to land within the Greenfield Housing Code Area as mapped in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.)

General Development Code

Complying development may be carried out on the land under the General Development Code.

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Demolition Code

Complying development may be carried out on the land under the Demolition Code.

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Fire Safety Code

Complying development may be carried out on the land under the Fire Safety Code.

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Inland Code

Complying development may be carried out on the land under the Inland Code.

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(Note: This code only applies to local government areas specified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. At this time it does not apply to Sutherland Shire.)

Agritourism and Farm Stay Accommodation Code

Complying development under the Agritourism and Farm Stay Accommodation Code may be carried out on the land.

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(Note: this code applies only to land within the following zones RU1, RU2, or RU4. Check the zoning on the front of this certificate.)

5. Exempt Development

(1) The extent to which the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.

(2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

(3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—

a. a restriction applies to the land, but it may not apply to all of the land, and

b. the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

(4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

General Exempt Development Code

Exempt development may be carried out on the land under the General Exempt Development Code.

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Advertising and Signage Exempt Development Code

Exempt development may be carried out on the land under the Advertising and Signage Exempt Development Code.

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Temporary Uses and Structures Exempt Development Code

Exempt development may be carried out on the land under the Temporary Uses and Structures Exempt Development Code.

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

6. Affected building notices and building product rectification orders

(1) Is council is aware that—

(a) an affected building notice is in force in relation to the land, or

No

(b) a building product rectification order is in force in relation to the land that has not been fully complied with, or

No

(c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.

No

(2) In this section—

affected building notice has the same meaning as in the Building Products (Safety) Act 2017, Part 4.

building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.

7. Land Reserved for Acquisition

Does any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 of this certificate make provision in relation to the acquisition of the land by an authority of the State, as referred to in section 3.15 of the Act?

No

8. Road Widening and Road Realignment

(a) Is the land affected by a road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*?

No

(b) Is the land affected by any road widening or road realignment under any environmental planning instrument?

No

(c) Is the land affected by any road widening or road realignment under any resolution of the Council?

No

9. Flood related development controls information

(1) Is the land or part of the land is within the flood planning area and subject to flood related development controls?

No

(2) Is the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls?

No

(3) In this clause—

flood planning area has the same meaning as in the Floodplain Development Manual.
Floodplain Development Manual means the *Floodplain Development Manual* (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.
probable maximum flood has the same meaning as in the Floodplain Development Manual.

10. Council and other public authority policies on hazard risk restrictions

(1) Is any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

The land has been classified as Class 5 on the Acid Sulfate Soils Maps in the Sutherland Shire Local Environmental Plan 2015. Accordingly the land is subject to the provisions of clause 6.1 which detail the restrictions to works within this Class.

(2) In this section—

adopted policy means a policy adopted—

(a) by the council, or

(b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

11. Bush fire prone land

(1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.

(2) If none of the land is bush fire prone land, a statement to that effect.

Is the land bush fire prone?

None of the land is bush fire prone land as defined under the Environmental Planning and Assessment Act 1979.

12. Loose-fill asbestos insulation

Does the land includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, that are listed on the Register kept under that Division?

No

13. Mine Subsidence

Is the land declared to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*?

No

14. Paper subdivision information

(1) Is the land subject to any development plan adopted by a relevant authority that—

(a) applies to the land?, or

(b) is proposed to be subject to a ballot?

No

(2) Is the land subject to a subdivision order that applies to the land, and if so what is the date of the order?

No

(3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

15. Property Vegetation Plans

Has Council been notified that the land is subject to a property vegetation plan which is approved and in force under the *Native Vegetation Act 2003*, Part 4?

No

16. Biodiversity stewardship sites

Has Council been notified by the Biodiversity Conservation Trust that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*?

No

Note. Biodiversity stewardship agreements include biobanking agreements under the *Threatened Species Conservation Act 1995*, Part 7A that are taken to be biodiversity stewardship agreements under the *Biodiversity Conservation Act 2016*, Part 5.

17. Biodiversity Certified Land

Is the land biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*?

No

Note. Biodiversity certified land includes land certified under Part 7AA of the *Threatened Species Conservation Act 1995* that is taken to be certified under Part 8 of the *Biodiversity Conservation Act 2016*.

18. Orders Under Trees (Disputes Between Neighbours) Act 2006

Has Council been notified of an order made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land?

No.

19. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

(1) If the *Coastal Management Act 2016* applies to the council, has the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the *Local Government Act 1993*, section 496B, for coastal protection services that relate to existing coastal protection works?

The Coastal Management Act 2016 does apply to Sutherland Shire. However, in the LGA there are no properties subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services.

(2) In this section—
existing coastal protection works has the same meaning as in the *Local Government Act 1993*, section 553B.

Note. Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

20. Western Sydney Aerotropolis

Under *State Environmental Planning Policy (Precincts—Western Parkland City) 2021*, Chapter 4 is the land—

(a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17?, or

No

(b) shown on the Lighting Intensity and Wind Shear Map?, or

No

(c) shown on the Obstacle Limitation Surface Map?, or

No

(d) in the "public safety area" on the Public Safety Area Map?, or

No

(e) in the "3 kilometre wildlife buffer zone" or the "13 kilometre wildlife buffer zone" on the Wildlife Buffer Zone Map?

No

Note: *State Environmental Planning Policy (Precincts—Western Parkland City) 2021* does not apply to any land in Sutherland Shire.

21. Development Consent Conditions for Seniors Housing

If *State Environmental Planning Policy (Housing) 2021*, chapter 3, part 5 applies to the land, are there any conditions of a development consent granted after 11 October 2007 in relation to the land that are of a kind set out in clause 88 (2) of that Policy?

No

22. Site Compatibility Certificates and Development Consent Conditions for Affordable Rental Housing

(1) Is there is a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate—

(a) the period for which the certificate is current, and

(b) that a copy may be obtained from the Department.

None found.

(2) If State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1).

None found.

(3) Any conditions of a development consent in relation to land that are of a kind referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009, clause 17(1) or 38(1).

None found.

(4) In this section—

former site compatibility certificate means a site compatibility certificate issued under State Environmental Planning Policy (Affordable Rental Housing) 2009.

Any Other Prescribed Matter

Note: The following matters are prescribed by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate:

(a) Is the land significantly contaminated land within the meaning of that Act?
No

(b) Is the land subject to a management order within the meaning of that Act?
No

(c) Is the land the subject of an approved voluntary management proposal within the meaning of that Act?
No

(d) Is the land subject to an ongoing maintenance order within the meaning of that Act?
No

(e) Is the land subject of a site audit statement within the meaning of that Act?
No

Additional Information

Council's records indicate that there is no other relevant information in accordance with Section 10.7(5) of the Environmental Planning and Assessment Act, 1979 related to this property. Advice regarding demolition orders should be sought by application for a Division 6.7 Building information certificates.

ADDITIONAL INFORMATION PURSUANT TO SECTION 10.7(5), ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

The following additional information relating to the land is provided in good faith. The information is not exhaustive of matters likely to affect the land. Section 10.7(6) states that a council shall not incur any liability in respect of any advice provided in good faith pursuant to subsection (5).

Council's records indicate that there is no other relevant information in accordance with Section 10.7(5) of the Environmental Planning and Assessment Act, 1979 related to this property. Advice regarding demolition orders should be sought by application for a Division 6.7 Building information certificates.

For further information please telephone [02] 9710 0333.

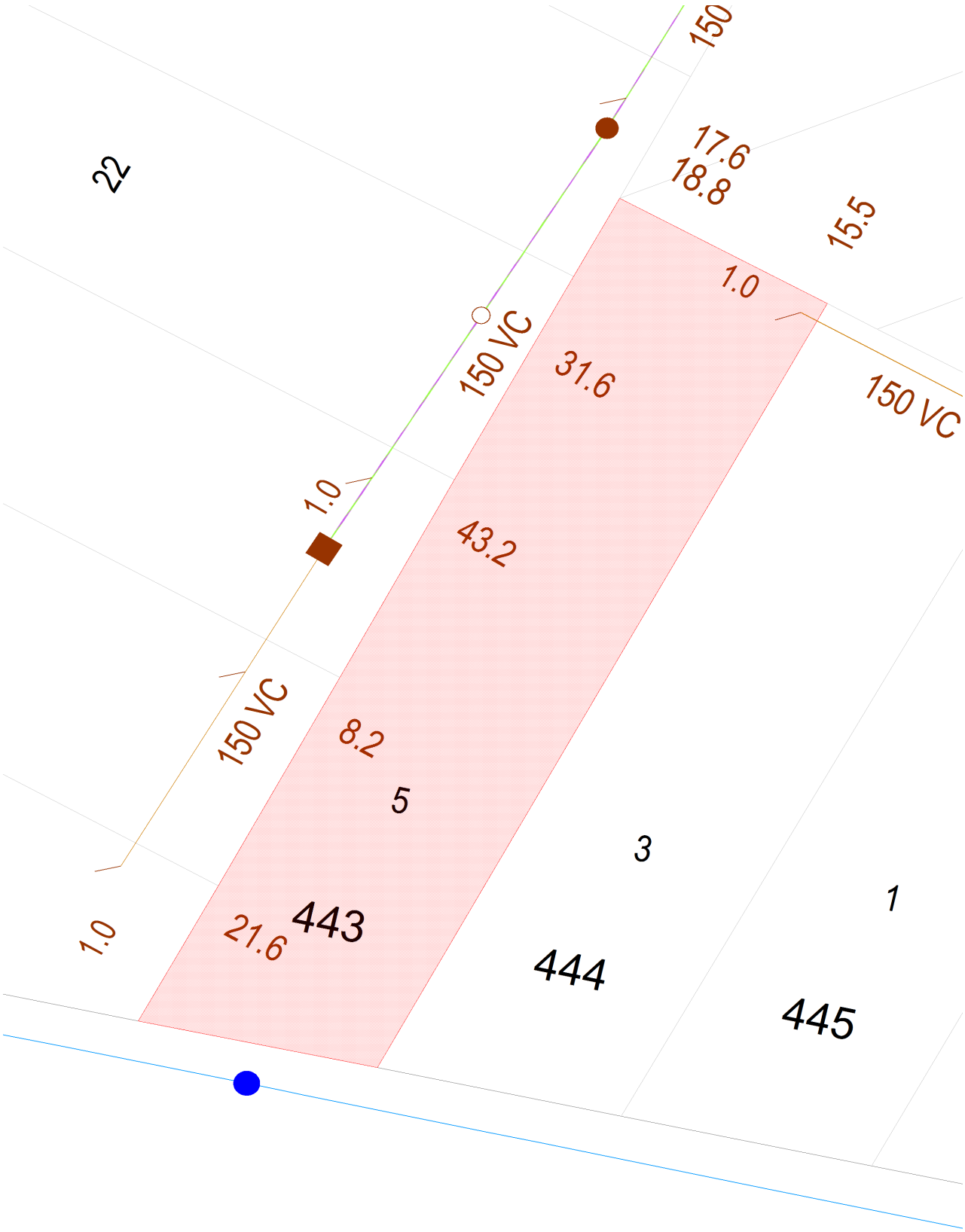
Yours faithfully



Mark Carlon
Manager Strategic Planning

Service Location Print

Application Number: 8002712284



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Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Asset Information

Legend

Sewer

Sewer Main (with flow arrow & size type text) — 225 PVC
Disused Main
Rising Main
Maintenance Hole (with upstream depth to invert) — 1.7
Sub-surface chamber
Maintenance Hole with Overflow chamber
Ventshalft EDUCT — VSE
Ventshaft INDUCT — VSI
Property Connection Point (with chainage to downstream MH) — 10.8
Concrete Encased Section — Concrete Encased
Terminal Maintenance Shaft — TMS
Maintenance Shaft — MS
Rodding Point — RP
Lamphole
Vertical — VERT
Pumping Station — SP0882
Sewer Rehabilitation

Pressure Sewer

Pressure Sewer Main
Pump Unit (Alarm, Electrical Cable, Pump Unit)
Property Valve Boundary Assembly
Stop Valve
Reducer / Taper
Flushing Point — FP

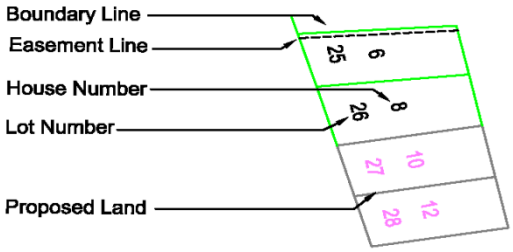
Vacuum Sewer

Pressure Sewer Main
Division Valve
Vacuum Chamber
Clean Out Point

Stormwater

Stormwater Pipe
Stormwater Channel
Stormwater Gully
Stormwater Maintenance Hole

Property Details



Sydney Water Heritage Site (please call **132 092** and ask for the **Heritage Unit**)

Water

WaterMain - Potable (with size type text) — 200 PVC
Disconnected Main - Potable
Proposed Main - Potable
Water Main - Recycled
Special Supply Conditions - Potable
Special Supply Conditions - Recycled
Restrained Joints - Potable
Restrained Joints - Recycled
Hydrant
Maintenance Hole
Stop Valve
Stop Vale with By-pass
Stop Valve with Tapers
Closed Stop Valve
Air Valve
Valve
Scour
Reducer / Taper
Vertical Bends
Reservoir
Recycled Water is shown as per Potable above. Colour as indicated

Private Mains

Potable Water Main
Recycled Water Main
Sewer Main
Symbols for Private Mains shown grey

Disclaimer
The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Pipe Types

ABS	Acrylonitrile Butadiene Styrene	**AC**	Asbestos Cement
BRICK	Brick	**CI**	Cast Iron
CICL	Cast Iron Cement Lined	**CONC**	Concrete
COPPER	Copper	**DI**	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	**DIPL**	Ductile Iron Polymeric Lined
EW	Earthenware	**FIBG**	Fibreglass
FL BAR	Forged Locking Bar	**GI**	Galvanised Iron
GRP	Glass Reinforced Plastics	**HDPE**	High Density Polyethylene
MS	Mild Steel	**MSCL**	Mild Steel Cement Lined
PE	Polyethylene	**PC**	Polymer Concrete
PP	Polypropylene	**PVC**	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	**PVC - O**	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	**RC**	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	**S**	Steel
SCL	Steel Cement (mortar) Lined	**SCL IBL**	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	**SPL**	Steel Polymeric Lined
SS	Stainless Steel	**STONE**	Stone
VC	Vitrified Clay	**WI**	Wrought Iron
WS	Woodstave		

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

Disclaimer
The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Sewer Service Diagram

Application Number: 8002712247

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD ZERAFA

SEWERAGE SERVICE DIAGRAM

Municipality of Sutherland (Jannali) **No.** 818669

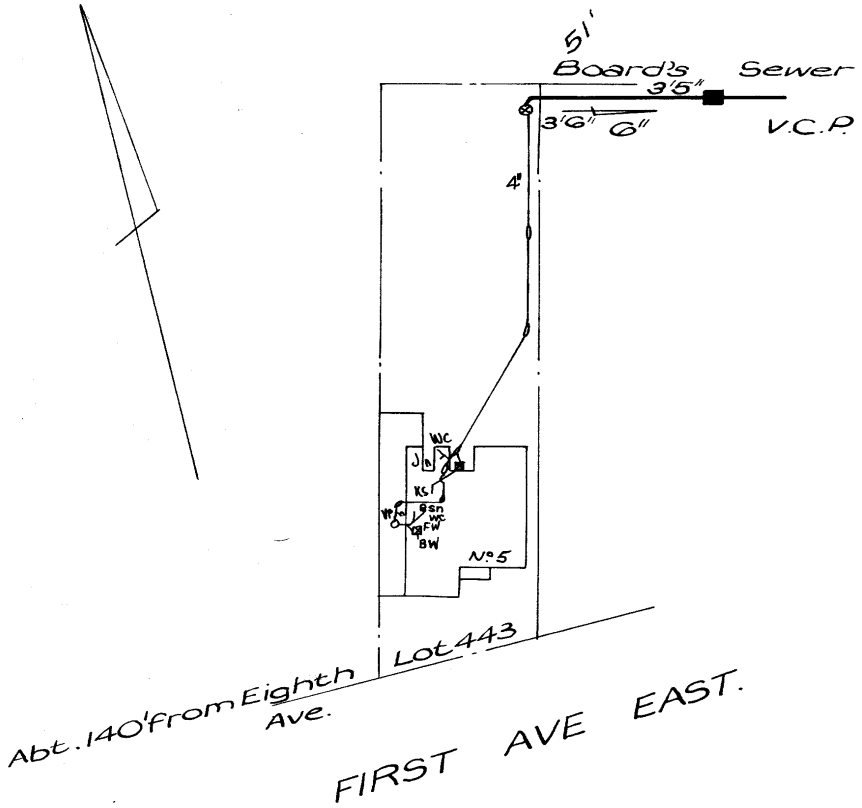
SYMBOLS AND ABBREVIATIONS

☐	Boundary Trap	■ R.V.	Reflux Valve	I.P.	Induct Pipe	Bsn.	Basin
■	Pit	⊸	Cleaning Eye	M.F.	Mica Flap	Shr.	Shower
⊟ G.I.	Grease Interceptor	O Vert.	Vertical Pipe	T.	Tubs	W.I.P.	Wrought Iron Pipe
⊠	Gully	O V.P.	Vent. Pipe	K.S.	Kitchen Sink	C.I.P.	Cast Iron Pipe
⊠ P.T.	P. Trap	O S.V.P.	Soil Vent. Pipe	W.C.	Water Closet	F. W.	Floor Waste
⊠ R.S.	Reflux Sink	D.C.C.	Down Cast Cowl	B.W.	Bath Waste	W.M.	Washing Machine

Scale: 40 Feet To An Inch

SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's Sewer



RATE No..... W.C.s..... U.C.s..... 19.....

SHEET No. 9834 OFFICE USE ONLY For Engineer House Services

	DRAINAGE			PLUMBING	
W.C.	Supervised by	Date	BRANCH OFFICE	Supervised by	Date
Bth.		/ /	Date / /		/ /
Shr.	Inspector		Outfall HL LL	Inspector	
Bsn.	Examined by		Drainer	1197 435	
K.S.			Plumber		
T.		/ /	Boundary Trap		
Plg.	Chief Inspector		✓/is not required		
Dge. Int.					
Dge. Ext.	Tracing Checked / /				

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Disclaimer
The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: **Roger Eric Zerafa**
Purchaser:
Property: **5 First Avenue, Jannali NSW 2226**
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
   (a) What are the nature and provisions of any tenancy or occupancy?
   (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
   (c) Please specify any existing breaches.
   (d) All rent should be paid up to or beyond the date of completion.
   (e) Please provide details of any bond together with the Rental Bond Board's reference number.
   (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the *Residential Tenancies Act 2010* (NSW))? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010* (NSW):
   (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
   (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Property Securities Act 2009* (Cth)? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 and 23.5 to 23.7 (inclusive) of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
   (a) to what year has a return been made?
   (b) what is the taxable value of the Property for land tax purposes for the current year?
13. If any land tax certificate shows a charge for land tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

Survey and building

14. Subject to the Contract, the survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
   (a) Have the provisions of the *Local Government Act 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) and their regulations been complied with?
   (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
   (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
   (d) Has the vendor a Final Occupation Certificate (as referred to in the former Section 109C of the *Environmental Planning and Assessment Act 1979* (NSW)) or an Occupation Certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all current buildings or structures? If so, it should be handed over on completion. Please provide a

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copy in advance.

(e) In respect of any residential building work carried out in the last 7 years:
  (i) please identify the building work carried out;
  (ii) when was the building work completed?
  (iii) please state the builder's name and licence number;
  (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989* (NSW).

(f) Have any actions been taken, including the issuing of any notices or orders, relating to any building or building works under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) or have any undertakings been given by any developer under that Act? Any outstanding obligations should be satisfied by the vendor prior to completion.

17.

(a) Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?

(b) Is there any planning agreement or other arrangement referred to in Section 7.4 of the *Environmental Planning and Assessment Act 1979* (NSW), (registered or unregistered) affecting the Property? If so please provide details and indicate if there are any proposals for amendment or revocation?

18. If a swimming pool is included in the sale:

(a) did its installation or construction commence before or after 1 August 1990?

(b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993* (NSW)?

(c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details or the exemptions claimed;

(d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?

(e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;

(f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.

19.

(a) To whom do the boundary fences belong?

(b) Are there any party walls?

(c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.

(d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?

(e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW)?

Affectations/Benefits

20.

(a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
  (i) whether there are any existing breaches by any party to it;
  (ii) whether there are any matters in dispute; and
  (iii) whether the licensor holds any deposit, bond or guarantee.

(b) In relation to such licence:
  (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
  (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.

21. Is the vendor aware of:

(a) any road, drain, sewer or storm water channel which intersects or runs through the land?

(b) any dedication to or use by the public of any right of way or other easement over any part of the land?

(c) any latent defects in the Property?

22. Has the vendor any notice or knowledge that the Property is affected by the following:

(a) any resumption or acquisition or proposed resumption or acquisition?

(b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.

(c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?

(d) any sum due to any local or public authority? If so, it must be paid prior to completion.

(e) any realignment or proposed realignment of any road adjoining the Property?

(f) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?

23. If the Property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?
24.
    (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
    (b) If so, do any of the connections for such services pass through any adjoining land?
    (c) Do any service connections for any other property pass through the Property?
25. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to prevent the enjoyment of any rights appurtenant to the Property?

Capacity

26. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

Requisitions and transfer

27. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) should be served on the purchaser at least 7 days prior to completion.
28. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.
29. If any document required for completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
30. If the vendor holds a certificate of title, it must be delivered to the purchaser immediately after completion or as directed by the purchaser, in accordance with the Contract.
31. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
32. The purchaser reserves the right to make further requisitions prior to completion.
33. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

Off the plan contract

34. If the Contract is an off the plan contract:
    (a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
    (b) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
    (c) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.
    (d) Has any developer provided to the Secretary of the Department of Customer Services an expected completion notice under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) in relation to the Property? If so, when was it made?
    (e) The vendor should provide an occupation certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all buildings or structures on the Property.